



Mayor Oscar D. Montoya
Commissioner Joe Martinez
Commissioner Armando Garcia

Commissioner Dr. Jacob Howell
Mayor Pro-Tem Dr. Ruben Saldana
City Manager Alberto Perez

MERCEDES CITY COMMISSION
REGULAR MEETING
APRIL 2, 2024 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS
400 S. OHIO AVE., MERCEDES, TX 78570

“At any time during the course of this meeting, the City Commission may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during the course of this meeting, the City Commission may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.”

1. **Call Meeting to Order**
2. **Establish Quorum**
3. **Invocation**
4. **Pledge of Allegiance**
5. **Open Forum-**
6. **Presentations:**
 - a. Presentation by Rio Grande Valley Livestock Show
7. **Consent Agenda:** *(All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)*
 - a. Approval of Minutes for Meeting(s) held March 19, 2024 and March 22, 2024
8. **Management Items:** *Present, discuss, consider and possibly take action regarding:*
 - a. Request for change order #3 for Capisallo Terrace Project
 - b. Approval of purchase of 913.4475 acre-feet of Municipal Water Rights from Cameron County Irrigation District No. 2
9. **Bids/Contracts:** *Present, discuss, consider and possibly take action regarding:*
 - a. Approval of Interlocal Agreement 2024-2026 between the Rio Grande Valley Emergency Communication District 9-1-1 and the City of Mercedes Police Department for 9-1-1 Service
 - b. Approval of Grant Contract with Texas State Library and Archives Commission
10. **Executive Session:** *Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters) and Section 551.087 (Economic Development)*
 - a. Discussion with City Manager regarding personnel matters and civic organizations – Section 551.074
 - b. Consultation with Attorney regarding update on litigation – Section 551.071
 - c. Consultation with Attorney regarding contracts – Section 551.071
11. **Open Session:**
 - a. Item A from Executive Session
 - b. Item B from Executive Session
 - c. Item C from Executive Session
12. **Adjournment**

Notice is hereby given that the City Commissioners of the City of Mercedes, Texas will meet in a **Regular Meeting** on Tuesday, April 2, 2024 at 6:30 P.M. Said meeting will be conducted in the Commission Chambers of the City Hall located at 400 S. Ohio, Mercedes, Texas for the purpose of considering and taking formal action regarding the items listed above. This notice is given in accordance with Vernon’s Texas Codes Annotated, Texas Government Code, Section 551.001 et. Seq.

WITNESS MY HAND AND SEAL OF THE CITY THIS THE 29TH DAY OF MARCH, 2024.

ATTEST:


Joselynn Castillo, City Secretary
Time of Posting: 5:45 P.M.

ACCESSIBILITY STATEMENT

The City of Mercedes recognizes its obligations under the Americans with Disabilities Act of 1990 to provide equal access to individuals with disabilities. Please contact the City Manager’s Office at (956) 565-3114 at least 48 hours in advance of the meeting with requests for reasonable accommodations, including requests for a sign language interpreter.

**MERCEDES CITY COMMISSION
REGULAR MEETING
MARCH 19, 2024 – 6:30 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Oscar D. Montoya Sr.	Mayor
	Dr. Ruben Saldana	Mayor Pro-Tem
	Armando Garcia	Commissioner
	Joe Martinez	Commissioner
	Dr. Jacob Howell	Commissioner
STAFF PRESENT:	Alberto Perez	City Manager
	Martie Garcia-Vela	City Attorney
	Joselynn Castillo	City Secretary
	Javier Ramirez	Asst. City Manager
	Nereida Perez	Finance Director
	Michael Rocha	I.T Manager
	Francisco Sanchez	Police Chief
	Javier Campos	Fire Chief
	Reynaldo Alegria	Public Works Director
	Marisol Vidales	Library Director
	Richard Morin	Recreational Director

OTHERS PRESENT: Juan Vasquez, Mary Jane Hernandez, Isabel Mendoza, Janie Palacios, Anthony Cardenas, Tristan Garza, and Francisco Rivas

1. CALL MEETING TO ORDER

Mayor Montoya welcomed everyone and called the meeting to order at 6:30 P.M.

2. ESTABLISH QUORUM

All members of the Commission were present, which constitutes a full commission.

3. INVOCATION

Commissioner Martinez said the invocation.

4. PLEDGE OF ALLEGIANCE

Commissioner Garcia led in the pledge of allegiance.

5. OPEN FORUM

There were no residents that signed up for open forum.

6. PRESENTATIONS:

a. Proclamation by the Mayor for the Church of the Living Word Pastor L.T. & Weeda Moss

This item was postponed.

b. Proclamation for TMLDA Library of Excellence Award

Mayor Montoya presented the proclamation to the Dr. Hector P. Garcia Memorial Library for receiving the Excellence Award for serving the underserved and providing outstanding programming. Only 84 of 545 libraries have been bestowed with this award, underlining the library's exceptional commitment and dedication.

Following the proclamation Ms. Vidales introduced her dedicated team. Members of the commission expressed heartfelt gratitude to the library staff, acknowledging their invaluable contributions to the community.

7. CONSENT AGENDA:

a. Approval of Minutes for Meeting(s) held February 20, 2024

Commissioner Howell motioned to approve the minutes. Commissioner Garcia seconded the motion. Upon a called vote, the motion passed unanimously.

8. CITY MANAGER COMMENTS:

a. Update regarding contracts for services

Mr. Perez introduced Reynaldo Trevino regarding going out for bids. Mr. Trevino stated the city has posted 10 RFP's for Electrical, Plumbing, HVAC, Auto Parts, Auto repair, fuel, oil, road repair, roof repair and sidewalk repair. He informed the Commission that the bids are posted on the website and published in the paper. The next step is to contact some vendors to inform them of the open bids so that companies can submit. No action is required for this item.

9. ORDINANCES/RESOLUTIONS:

a. Approval of Resolution 2024-15 to adopt the suspension of AEP's Rate Filing

Mr. Perez stated that AEP is looking at increasing the rates and the resolution is to suspend the rate increase. Commissioner Martinez motioned to approve the resolution. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval of Resolution 2024-16 regarding Border Zone Fire Department

Commissioner Martinez motioned to approve and forego the reading. Commissioner Howell seconded. Upon a called vote, the motion passed unanimously.

c. Approval of Resolution 2024-17 regarding State Crisis Intervention Grant Program

Commissioner Howell motioned to approve. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

10. MANAGEMENT ITEMS: *Present, discuss, consider, and possibly take action regarding:*

a. Discussion of 10th Street repairs/study – Commissioner Howell

Commissioner Howell is exploring alternative options for the city to proceed with the 10th street repairs, rather than waiting for the county's assistance.

Commissioner Howell recommends starting the repairs for Florida Street to FM 491. At a question, Mr. Ramirez clarified that the April start date pertains to the waterline relocation. Funding for the project will be provided through the Urban County Program. Mr. Ramirez further explained that the existing waterline, located beneath the pavement, will need to be abandoned in place and a new waterline will be installed closer to the curb. The recent survey indicated the presence of other utility lines in the area. The process of abandoning the existing waterline is expected to take one month. The bidding process is still underway, and the city is considering working on the project during the summer when school is out and traffic in the area is reduced. Mr. Perez added that specific details are

currently unavailable as the city is awaiting confirmation from the Urban County program regarding the possibility of phasing out the project. If this is not feasible, the city will be responsible for funding the project and may potentially utilize labor from the county.

b. Discussion of Drone Technology regarding Amazon delivery options – Commissioner Howell

Commissioner Howell expressed the city’s openness to embracing technological advancements. Specifically, regarding the use of drone technology for deliveries and drop-offs. Commissioner Howell voiced support for Amazon’s utilization of drone technology for package deliveries. The City’s legal team noted that an ordinance would be necessary to regulate the land use associated with drone operations. They committed to researching approaches taken by other cities to develop an appropriate ordinance.

c. Approval to ratify the purchase of Skid Steer

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

d. Sponsorship Request for the City of McAllen for the TML Region 12 Workshop

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

e. Approval of changes to the Library Policy

Ms. Vidales informed the commission about the changes to the Hotspot loan agreement and the meeting room policy for the use of the study pods, program room and Texas room. The Texas room can accommodate for 30 people and is available for rent at a rate of \$25 for a four-hour block. Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

f. Approval to apply for the Certified Local Government with the Texas Historic Commission

Ms. Vidales stated they are ready to apply for certified Local government status. The CLG status is a local, state and federal government partnership to empower local communities to better protect historic resources. The benefits of the program include access to technical assistance, a network of preservation commissioners and officers in the state, workshops and trainings. Commissioner Howell motioned to approve. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously.

g. Approval of appointment to the Planning and Zoning Commission

At this time, Legal recommended discussing this item in executive session. The Commission proceeded with Item 11 bids/contracts.

Mayor Pro-Tem Saldana motioned to nominate Nancy Garza. Commissioner Garcia seconded. With no other nomination Ms. Garza was appointed. Upon a called vote, the motion passed unanimously.

11. BIDS/CONTRACTS:

a. Ratifying the Approval of E-Rate Internet Service Contract to Smartcom Telephone, LLC for Dr. Hector P. Garcia Memorial Library

Ms. Vidales stated that the application has not been submitted but it's a lengthy process. The price is \$599 per month and the library pays 10%.

Commissioner Howell motioned to approve the contract with Smartcom at \$599 per Month. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

b. Approval of Memorandum of Agreement for Stormwater Task Force

Commissioner Howell motioned to approve. Commissioner Garcia seconded. Mr. Ramirez informed the commission that the city is participating in a program to apply for funding for the planning phase of a project aimed at installing sensors in the drainage canals. The objective is to implement an early detection system to monitor the capacity of the canals and enhance the city's drainage infrastructure. Upon a called vote, the motion passed unanimously.

c. Approval of EMS Billing Contract renewal

Commissioner Martinez motioned to approve. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously.

12. DEPARTMENTAL MONTHLY REPORTS

Commissioner Martinez brought to Mr. Alegria's attention the presence of potholes and overgrown lots on Willacy St., suggesting he also inspect the north side of town.

Mr. Rocha updated the commission on the issues with the City's website. He expressed concerns that the current website provider's platform is susceptible to hacking. Mr.

Rocha advised the public to access the city website directly by typing

www.cityofmercedes.com into the browser, rather than clicking on search engine links.

He has researched the costs associated with replacing the city's website and introduced Juan Vasquez, the new IT technician. Mayor Montoya concurred with Commission Martinez's suggestion to issue Requests for Proposals for the redesign or reconstruction of the city's website.

Commissioner Martinez motioned to go into executive session. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The commission went into executive session at 7:33 p.m.

13. EXECUTIVE SESSION: Chapter 551, Texas Government Code, Section 551.071 (Consultation with Attorney), Section 551.072 (Deliberation regarding Real Property), Section 551.074 (Personnel Matters), and Section 551.087 (Economic Development)

a. Discussion with City Manager regarding personnel matters and upcoming events – Section 551.074

b. Consultation with Attorney regarding update on litigation – Section 551.071

c. Consultation with Attorney regarding contracts – Section 551.071

14. OPEN SESSION: Mayor Montoya called the meeting back to order at 8:57 p.m. At this time, the commission proceeded to move to Item 9G on the agenda.

a. Item A from Executive Session

b. Item B from Executive Session

c. Item C from Executive Session

No action was taken on the items discussed in executive session.

15. ADJOURNMENT

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a called vote, the motion passed unanimously. The meeting adjourned at 8:58 p.m.

**MERCEDES CITY COMMISSION
SPECIAL MEETING
MARCH 22, 2024 – 3:00 P.M.
MERCEDES CITY HALL – COMMISSION CHAMBERS**

MEMBERS PRESENT:	Dr. Ruben Saldana Armando Garcia Joe Martinez	Mayor Pro-Tem Commissioner Commissioner
MEMBERS ABSENT:	Oscar D. Montoya Sr. Dr. Jacob Howell	Mayor Commissioner
STAFF PRESENT:	Alberto Perez Martie Garcia-Vela Joselynn Castillo Javier Ramirez Michael Rocha	City Manager City Attorney (virtually) City Secretary Asst. City Manager I.T Manager

OTHERS PRESENT: Mark Sossi

1. CALL MEETING TO ORDER

Mayor Pro-Tem Saldana welcomed everyone and called the meeting to order at 3:08 p.m.

2. ESTABLISH QUORUM

Three members of the Commission were present which constitutes a quorum. Mayor Montoya and Commissioner Howell were absent.

3. INVOCATION

Mayor Pro-Tem Saldana said the invocation

4. PLEDGE OF ALLEGIANCE

Commissioner Martinez led in the pledge of allegiance.

5. OPEN FORUM

There were no residents that signed up for open forum.

Commissioner Garcia motioned to go into executive session. Commissioner Martinez seconded. Upon a called vote, the motion passed unanimously. The meeting went into executive session at 3:11 p.m.

6. EXECUTIVE SESSION:

- a. Consultation with Legal Counsel regarding pending litigation – Section 551.071
- b. Discussion regarding Economic Development Project – Section 551.087

Mayor Pro-Tem Saldana called the meeting back to order at 4:42 p.m.

7. OPEN SESSION:

- a. **Item A from Executive Session**

Commissioner Martinez motioned to proceed as instructed by legal.
Commissioner Garcia seconded. Upon a called vote, the motion passed
unanimously.

b. Item B from Executive Session

No action was taken on this item.

8. ADJOURNMENT

Commissioner Martinez motioned to adjourn. Commissioner Garcia seconded. Upon a
called vote, the motion passed unanimously. The meeting adjourned at 4:43 p.m.



AGENDA ITEM NO. 9A

CONSENT ITEM: _____

DATE: April 2, 2024

FROM: Orlando Diaz, Lieutenant Mercedes Police Department

ITEM: **Discussion and Possible Action to Approve The Interlocal Agreement 2024 – 2026 Between The Rio Grande Valley Emergency Communication District 9-1-1 And The City Of Mercedes Police Department For 9-1-1 Service**

BACKGROUND INFORMATION: The Rio Grande Valley Emergency Communication District 9-1-1 (known as “RGV 9-1-1”) is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District’s service area encompassing Hidalgo and Willacy Counties.

The City of Mercedes (hereinafter “Public Agency”) is a local government that operates a Public Safety Answering Point (“PSAP”) that participates in the RGV 9-1-1.

This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

BOARD REVIEW/CITIZEN FEEDBACK:

ALTERNATIVES/OPTIONS:

FISCAL IMPACT:

Proposed Expenditure/(Revenue):	Account Number(s):
\$	

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

1. Memo
2. Interlocal Agreement
- 3.
- 4.

DRAFT MOTION:



MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.
Mercedes, Texas 78570
(956) 565-3102 Fax (956) 565-2583

Francisco J. Sanchez
Chief of Police

Date: April 2, 2024
From: Orlando Diaz, Lieutenant Mercedes Police Department
Item: Interlocal Agreement 2024 – 2026 Between The Rio Grande Valley Emergency Communication District 9-1-1 And The City of Mercedes Police Department For 9-1-1 Service

Dear Mayor, City Commissioners, City Manager, Legal

I am writing to inform you about the fully executed Interlocal Agreement (ILA) between the Rio Grande Valley Emergency Communication District (RGV9-1-1) and the City of Mercedes Police Department. This agreement, effective from 2024 to 2026, outlines the collaboration between our public agency and RGV9-1-1 for the provision of emergency communication services.

Background: RGV9-1-1 serves as a vital regional emergency communications authority covering Hidalgo and Willacy Counties in the Rio Grande Valley region. Its primary function is to coordinate emergency response efforts and ensure effective communication between emergency services, dispatch centers, and first responders across the region. The City of Mercedes operates a Public Safety Answering Point (PSAP), which is a critical component of the emergency response system. As a PSAP, Mercedes is responsible for receiving and processing emergency calls from its jurisdiction and dispatching appropriate emergency services, such as police, fire, and medical assistance. Mercedes is an active participant in the RGV9-1-1 system, indicating its commitment to regional collaboration and coordination in emergency communications. By being part of RGV9-1-1, Mercedes benefits from shared resources, standardized procedures, and enhanced interoperability with neighboring jurisdictions, thereby improving the overall effectiveness of emergency response efforts.

Purpose of the Agreement: The ILA establishes the framework for RGV9-1-1 to operate and maintain the system used for 9-1-1 emergency communication services. It defines the rights and duties of both parties to ensure efficient and effective emergency response operations.

Breakdown of Key Provisions: Financial/Insurance Responsibilities: The Public Agency agrees to reimburse RGV9-1-1 for damages caused by intentional misconduct or negligence. Reimbursement for noncompliance with applicable laws must be made within 60 days.

Equipment and Inventory Maintenance: The Rio Grande Valley Communication District maintains a current inventory of 9-1-1 equipment. The Public Agency must report any lost, stolen, or nonfunctioning equipment promptly and adhere to security measures.

MERCEDES POLICE DEPARTMENT

2314 N. FM 491 Rd.

Mercedes, Texas 78570

(956) 565-3102 Fax (956) 565-2583

Security Measures: The Public Agency is responsible for securing premises and preventing unauthorized access to equipment. Integration of third-party software or hardware will require prior approval.

Maintenance and Training: Public Agency must provide access for audits, repairs, and maintenance services. Telecommunicators are required to undergo training and meet certification standards.

Facility Requirements: Public Agency must meet prescribed equipment room requirements and ensure compliance with Americans with Disabilities Act (ADA) regulations.

Monitoring and Reporting: RGV9-1-1 reserves the right to perform on-site monitoring and maintain records for evaluation. Public Agency must cooperate with monitoring requests and maintain financial and statistical records.

This ILA strengthens the partnership between the City of Mercedes Police Department and RGV9-1-1, ensuring the seamless provision of emergency communication services by prioritizing community safety and enhancing emergency services. By working together through the ILA, both entities aim to ensure that residents and visitors in Hidalgo and Willacy Counties receive prompt, efficient, and coordinated assistance during emergencies, thereby safeguarding lives and property.

Lt. Orlando Diaz





Rio Grande Valley Emergency Communication District

Mayor Gilbert Gonzales, Raymondville..... President
 Mayor Pro-Tem Joaquin "J.J." Zamora, McAllen Vice President
 Judge Aurelio "Keeter" Guerra, Willacy County..... Secretary
 Ramiro Garza Jr., Mayor, Edinburg..... Treasurer

RGV9-1-1 BOARD OF MANAGERS

Gilbert Gonzales
Mayor, Raymondville

Joaquin "J.J." Zamora
Mayor Pro Tem, McAllen

Aurelio "Keeter" Guerra
Judge, Willacy County

Ramiro Garza Jr.
Mayor, Edinburg

Arturo Galvan Jr.
Mayor Pro Tem, Alton

Alonzo "AL" Perez Jr
Mayor, Elsa

Yvette Cabrera
Mayor, Granjeno

Oscar D. Montoya
Mayor, Mercedes

Ramiro Loya
Mayor, Penitas

Alma D. Salinas
Mayor, Sullivan City

Adrian Gonzalez
Mayor, Weslaco

Sheriff J. E. "Eddie" Guerra
Hidalgo County

STAFF:

EXECUTIVE DIRECTOR
Manuel "Manny" Cruz

February 5, 2024

Honorable Oscar D. Montoya, City of Mercedes
P.O. Box 837
Mercedes, TX 78570

Subject: Interlocal Agreement 2024-2026 - City of Mercedes Police Department and RGV9-1-1

Dear Mayor Montoya,

Enclosed, please find a copy of the Interlocal Agreement 2024-2026, an agreement between the Rio Grande Valley Emergency Communication District (referred to as "RGV9-1-1") and the City of Mercedes Police Department.

The RGV9-1-1 District Board of Managers convened on **Wednesday, January 24, 2024**, and approved the attached agreement. This agreement, subject to renewal every two years, is a crucial document governing the provision of 9-1-1 services, ensuring seamless and effective emergency communication services for our community. The Interlocal Agreement outlines the specific duties and responsibilities assigned to both the Public Safety Answering Point (PSAP) and the RGV911 Communication District. We must have all renewals signed no later than **Wednesday, February 28th, 2024**.

Should you require any further information, have questions, or need clarification on any aspect of the agreement, please do not hesitate to reach out to Mr. Dennis Moreno, Assistant Director, at (956) 578-2888 (dmoreno@rgv911.org) or me at (956) 279-4130 (mcruz@lrgvdc.org).

Thank you for your attention to this matter.

Sincerely,


 Manuel Cruz
 Executive Director
 Rio Grande Valley Emergency Communication District

CC: Frank Sanchez, Chief of Police

**INTERLOCAL AGREEMENT 2024-2026 BETWEEN
THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1 AND
THE CITY OF MERCEDES POLICE DEPARTMENT
FOR 9-1-1 SERVICE**

SECTION 1: PARTIES AND PURPOSE

- 1.1 The Rio Grande Valley Emergency Communication District 9-1-1 (known as "RGV 9-1-1") is a regional emergency communications authority and a political subdivision of the State of Texas organized under the Texas Health and Safety Code, Chapter 772, Subchapter H, through the passage of resolutions by County Commissioners Courts and City Councils within the District's service area encompassing Hidalgo and Willacy Counties.
- 1.2 The City of Mercedes (hereinafter "Public Agency") is a local government that operates a Public Safety Answering Point ("PSAP") that participates in the RGV 9-1-1.
- 1.3 This Interlocal Agreement is entered into between the Rio Grande Valley Emergency Communication District 9-1-1 and Public Agency under Texas Government Code Chapter 791 so that the Rio Grande Valley Emergency Communication District 9-1-1 can operate and maintain the system utilized for the provision of 9-1-1 emergency communication services. For purposes of carrying out the Rio Grande Valley Emergency Communication District 9-1-1 duties and obligations under this agreement, the parties understand and agree that references to the Rio Grande Valley Emergency Communication District 9-1-1 include its employees, telecommunicators, directors, officers, agents, and their representatives individually, officially, and collectively.

SECTION 2: RIGHTS AND DUTIES OF THE PUBLIC AGENCY

The Public Agency that operates Public Safety Answering Points (PSAP) agree:

2.1 FINANCIAL/INSURANCE

- 2.1.1 The Public Agency shall reimburse the Rio Grande Valley Emergency Communication District 9-1-1 for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse, or negligence by Public Agency employees or other persons granted access to the PSAP. This provision does not include ordinary wear and tear of day-to-day use of the equipment.
- 2.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 may seek reimbursement of 9-1-1 funds if 9-1-1 funding were used in noncompliance with Applicable Law.
- 2.1.3 Such reimbursement of 9-1-1 Funds to the Rio Grande Valley Emergency Communication District 9-1-1, as applicable, shall be made by the Public Agency within 60 days after demand by the Rio Grande Valley Emergency Communication District 9-1-1 unless an alternative repayment plan is approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.2 EQUIPMENT AND INVENTORY

- 2.2.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law and shall provide a copy to the Public Agency for insurance purposes (refer to Attachment A).
- 2.2.2 The Rio Grande Valley Emergency Communication District 9-1-1 will be responsible for tagging and identification labels for all 9-1-1 equipment.
- 2.2.3 Public Agency shall report any lost, stolen, or nonfunctioning equipment in writing to the Rio Grande Valley Emergency Communication District 9-1-1 immediately upon discovery.
- 2.2.4 Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing 30 days in advance of disposition of equipment due to obsolescence, failure, or other planned replacement.
- 2.2.5 Public Agency must meet minimum requirements for average call volumes in order to maintain/add additional call taking positions (Refer to Attachment B.)

2.3 SECURITY

- 2.3.1 The Public Agency shall protect Rio Grande Valley Emergency Communication District 9-1-1 provided equipment by implementing measures that secure the premises (including equipment/back room) of its PSAP against unauthorized entrance or use.
- 2.3.2 The Public Agency shall operate within local standard operating procedures and take appropriate security measures as may be necessary to ensure that non-approved third-party software applications cannot be integrated into the PSAPs Call Handling Equipment or workstations.
- 2.3.3 The Public Agency shall refrain from attaching or integrating any hardware device (i.e., external storage devices) or software application without the prior written approval of the Rio Grande Valley Emergency Communication District 9-1-1. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by the Rio Grande Valley Emergency Communication District 9-1-1.
- 2.3.4 The Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency agree to adhere to Health and Safety Code, Section 772.002(C), Confidentiality of Information.
- 2.3.5 The Rio Grande Valley Emergency Communication District 9-1-1 ensures section 5.2 CJIS Security Awareness Training requirements in the CJIS Security Policy are met. The Rio Grande Valley Emergency Communication District 9-1-1 Administrators shall document, maintain, and keep current a Level Four Security. These personnel have unescorted access to a physically secure location. <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. Rio Grande Valley Emergency Communication District 9-1-1 shall adhere to any background checks requested by the Public Agency or provide the Public Agency with current CJIS certification documents.
- 2.3.6 The Public Agency shall allow 24-hour access to the 9-1-1 equipment for audits, repairs, and maintenance services, as required or needed by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.3.7 The Public Agency shall provide (2) two access cards OR (1) one physical key to maintaining the 24-hour access compliance. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4 MAINTENANCE

2.4.1 Rio Grande Valley Emergency Communication District 9-1-1 and the Public Agency shall ensure areas, where the Rio Grande Valley Emergency Communication District 9-1-1 equipment is installed are clean, clear of clutter, and allows for unobstructed access by the Rio Grande Valley Emergency Communication District 9-1-1 Administrators.

2.4.2 Public Agency must provide a minimum of two-weeks notice in writing to the Rio Grande Valley Emergency Communication District 9-1-1 regarding any maintenance that could adversely affect 9-1-1 operations.

2.4.3 The Public Agency must provide at least a 48-hour notice in writing to Rio Grande Valley Emergency Communication District 9-1-1 before work commences on any scheduled maintenance regarding commercial power backup generators. Failure to do so will result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.4.4 The Public Agency must notify the Rio Grande Valley Emergency Communication District 9-1-1 of technical issues immediately upon discovery. The Public Agency will utilize one of the following methods:

- a. Via telephone by calling (956) 682-3481 Ext. 174 and/or email to helpdesk@rgv911.org
- b. Calling WSC (800) 414-2738 and/or email support@wscicom.com

2.4.5 The Rio Grande Valley Emergency Communication District 9-1-1 shall perform generator function tests automatically every month and conduct a load test at least once a year, to ensure that all the Rio Grande Valley Emergency Communication District 9-1-1 equipment remains functional under 9-1-1 generator power..

2.5 TRAINING

2.5.1 The Rio Grande Valley Emergency Communication District 9-1-1 shall provide telecommunicators access to emergency communications equipment training as approved by the Rio Grande Valley Emergency Communication District 9-1-1 training staff, or as determined by the Public Agency.

2.5.2 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing or email of any new 9-1-1 telecommunicator by listing their full name, date of hire, and PID#. The following link shall be used for PSAP staff changes:
<https://www.rgv911.org/pages/request>

2.5.3 The Public Agency shall ensure new telecommunicators are scheduled a Power 9-1-1 training within 120 days of their hire date. If a PSAP chooses to train its personnel, a copy of the agency's approved Learning Objectives and Lesson Plan must be provided to the Rio Grande Valley Emergency Communication District 9-1-1.

- 2.5.4 The Public Agency shall ensure that 9-1-1 telecommunicators meet minimum training requirements as listed in the Telecommunicators Proficiency Chart from TCOLE and abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements..
- 2.5.5 Ensure that all telecommunicators abide by the TCOLE mandated rules and regulations for telecommunicator certification and/or licensing requirements.
- 2.5.6 Schedule telecommunicators to receive 9-1-1 equipment training within 120 days of his/her hire date.
- 2.5.7 The Public Agency shall ensure that 9-1-1 PSAP Supervisors/Managers (or designee) attend the Board of Managers Meetings. The Rio Grande Valley Emergency Communication District 9-1-1 offers at least four quarterly meetings per year and a minimum attendance of three meetings per year are required for each PSAP.
- 2.5.8 The Public Agency shall ensure PSAP Telecommunicators, Training Coordinators, Supervisors/Managers, and other essential personnel identified by the Supervisor/Manager attend mandatory training associated with the implementation of new technology. This training is generally scheduled for specific dates and times.
- 2.5.9 The Public Agency shall ensure that all telecommunicators attend a 9-1-1 equipment and technology training refresher course every two years.

2.6 FACILITIES

- 2.6.1 The Public Agency shall meet prescribed equipment room requirements (Attachment A). Any expenses associated with this requirement are the responsibility of the Public Agency.
- 2.6.2 The Public Agency shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the Public Agency.
- 2.6.3 The Public Agency shall ensure areas with 9-1-1 equipment maintain a temperature between 65-78 degrees Fahrenheit.
- 2.6.4 The Public Agency shall ensure the 9-1-1 equipment room and communications area comply with the Americans with Disabilities Act of 1990. <https://www.ada.gov/law-and-regs/ada/>
- 2.6.5 The Public Agency shall provide access to the Rio Grande Valley Emergency Communication District 9-1-1 staff and contracted vendors that meet CJIS requirements on a 24/7/365 basis without prior notice.

2.7 MONITORING/REPORTING

- 2.7.1 The Rio Grande Valley Emergency Communication District 9-1-1 reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and the performance of the deliverables specified in this Agreement.

2.7.2 The Public Agency shall cooperate fully with all reasonable monitoring requests from the Rio Grande Valley Emergency Communication District 9-1-1 to assess and evaluate Public Agency's performance under this Agreement.

2.8 MEDIA RELATION

2.8.1 The Public Agency must make every effort to communicate complete and accurate information in social media posts and/or interaction with the media, specifically as it relates to the Rio Grande Valley Emergency Communication District 9-1-1. Public Agencies must first coordinate with the Rio Grande Valley Emergency Communication District 9-1-1 before making comments on social media and/or speaking to the media regarding 9-1-1 technology and service or issues with the 9-1-1 service providers.

2.9 OPERATIONS

2.9.1 The Public Agency must sign and submit the contingent PSAP agreement, any changes to contingent PSAPs must be approved by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.2 The Public Agency shall provide a minimum of 90 days prior notice of any facility moves, adds, or changes that affect the 9-1-1 system at helpdesk@rgv911.org or by calling (956) 682-3481 Ext. 174. Failure to do so may result in ineligibility by the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.3 The Public Agency at a minimum, provide dedicated 9-1-1 Licensed Telecommunicator(s) (TCs) to answer 9-1-1 calls 24/7/365, however, the required minimum number of TCs is based on the following:

- PSAP with one to three 9-1-1 workstations, at a minimum, must provide one TC.
- PSAP with four to seven 9-1-1 workstations, at a minimum, must provide three TCs.

2.9.4 The Rio Grande Valley Emergency Communication District 9-1-1 recommends logging all TDD/TTY calls and test calls. Training and Testing of TDD/TTY will be the sole responsibility of the Public Agency.

2.9.5 The Public Agency shall notify the Rio Grande Valley Emergency Communication District 9-1-1 in writing at least 30 days prior to changing emergency services providers including medical, law enforcement, and fire.

2.9.6 The Public Agency shall report discrepancies with mapping to Rio Grande Valley Emergency Communication District 9-1-1 utilizing the tools in the dispatch mapping solution within 72 hours to the Rio Grande Valley Emergency Communication District 9-1-1.

2.9.7 The Public Agency shall ensure that all telecommunicators log into the 9-1-1 software at the beginning of his/her shift and logout at the end of his/her shift.

- 2.9.8 In accordance with Texas Health and Safety Code 772.619 (c), the 9-1-1 database information is not available for public inspection and cannot be released to the public. If a Public Information request specifies 9-1-1 database information, the Rio Grande Valley Emergency Communication District 9-1-1 must be notified within three (3) business days of the Public Agency receiving the request.
- 2.9.9 Rio Grande Valley Emergency Communication District 9-1-1 call recordings are a supplemental service that is provided to the Public Agency. The Rio Grande Valley Emergency Communication District 9-1-1 maintains a 365-day retention period for 9-1-1 call recordings.
- 2.9.10 9-1-1 calls are deemed a matter of public record, The Public Information Act (PIA) makes these records available to the public. Requests for copies of such calls should be directed to the agency that took the call. (i.e Police Department)
<https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act>
- 2.9.11 It is the responsibility of the Public Agency to maintain their present emergency dispatch services. The Rio Grande Valley Emergency Communication District 9-1-1 encourages the public agency to enhance its public safety call taking capabilities by encompassing all emergency services (Police, Fire, and Emergency Medical Services.)

SECTION 3: RIGHTS AND DUTIES OF THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1

3.1 FINANCIAL

- 3.1.1 Develop a budget and strategic plan to meet Public Agency needs for the establishment and operation of 9-1-1 services throughout the Rio Grande Valley Emergency Communication District 9-1-1 region, according to standards established and approved by the Rio Grande Valley Emergency Communication District 9-1-1 Board of Managers.
- 3.1.2 Provide 9-1-1 service to include 9-1-1 equipment, software, services, and other items described in the current the Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan, throughout the region as funded by emergency service fees.

3.2 EQUIPMENT AND INVENTORY

- 3.2.1 Allow Public Agency the opportunity to participate in the planning, implementation, and operation of 9-1-1 equipment.
- 3.2.2 Conduct a physical inventory of critical hardware annually and reconcile inventory periodically.

3.3 TRAINING

- 3.3.1 Offer Call Handling Equipment (CHE) training to all new telecommunicators and refresher training every two years.
- 3.3.2 Offer to license training through the Regional Telecommunicator Academy that meets or exceeds Texas Commission on Law Enforcement (TCOLE) rules and regulations.

- 3.3.3 Offer continuing education training for Intermediate, Advanced, and Master Telecommunicator Certifications as budget allows.

3.4 MAINTENANCE

- 3.4.1 Practice preventative maintenance on all the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased Call Handling Equipment (CHE), software, and databases including, at a minimum, backing up data, as necessary. The Rio Grande Valley Emergency Communication District 9-1-1 shall be responsible for any maintenance costs on the Rio Grande Valley Emergency Communication District 9-1-1 owned or leased equipment.

3.5 OPERATIONS

- 3.5.1 Inspect contingent PSAP agreements periodically.
- 3.5.2 Implement upgrades of PSAP equipment and software, as authorized in the current annual budget, through the Rio Grande Valley Emergency Communication District 9-1-1 processes for the purchase of new equipment and software.

3.6 CRISIS COMMUNICATIONS

- 3.6.1 The Rio Grande Valley Emergency Communication District will make every effort to communicate complete and accurate information to the Public Agency in a timely manner about 9-1-1 technology and services during 9-1-1 service interruptions.

SECTION 4: EFFECTIVE DATE AND TERM OF AGREEMENT

- 4.1.1 This Agreement shall take effect February 1, 2024, and shall continue until January 31, 2026, unless earlier terminated under 8.1 Early Termination of Agreement.

SECTION 5: OWNERSHIP, TRANSFERENCE, AND DISPOSITION EQUIPMENT

- 5.1.1 The Rio Grande Valley Emergency Communication District 9-1-1 may purchase, lease, or otherwise procure, on Public Agency's behalf, the 9-1-1 equipment, software, services, and other items as described in The Rio Grande Valley Communication District 9-1-1 Strategic Plan.
- 5.1.2 The Rio Grande Valley Emergency Communication District 9-1-1 shall establish ownership of all 9-1-1 equipment procured with 9-1-1 funds as defined herein and located within the Public Agency's jurisdiction. The Rio Grande Valley Emergency Communication District 9-1-1 may maintain ownership, or it may transfer ownership to Public Agency. Before any such transfer of ownership, The Rio Grande Valley Emergency Communication District 9-1-1 will evaluate the adequacy of controls of Public Agency to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the equipment may or may not be procured by The Rio Grande Valley Emergency Communication District 9-1-1 on behalf of the Public Agency, according to The Rio Grande Valley Emergency Communication District 9-1-1 Strategic Plan.

5.1.3 The basic 9-1-1 equipment categories are:

- Call Handling Equipment (CHE) – telephone equipment located at the PSAP which may include telephones, integrated workstations, servers, software, monitors, gateways, routers, and any other equipment necessary for 9-1-1 call delivery to the PSAP.
- Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
- Uninterruptable Power Supply (UPS)

5.1.4 Transfer-of-ownership documents shall be prepared by the Rio Grande Valley Communication District 9-1-1 and signed by both parties upon the transference of ownership of any 9-1-1 provided equipment. The Rio Grande Valley Communication District 9-1-1 shall maintain ownership of 9-1-1 call handling equipment.

SECTION 6: RELATIONSHIP BETWEEN THE PARTIES, ASSIGNMENT, AND SUBCONTRACTING

- 6.1.1 It is understood and agreed that the relationship described in this Agreement between the Parties is contractual and is not to be construed to create a partnership or joint venture or agency relationship between the parties.
- 6.1.2 This Agreement may not be assigned by either Party without the prior written consent of the other Party. Any attempted assignment in violation of this agreement is void.
- 6.1.3 The Public Agency may not subcontract its duties under this Agreement without the prior written consent of the Rio Grande Valley Communication District 9-1-1. Any subcontract shall be subject to all terms and conditions contained in this Agreement and Public Agency agrees to furnish a copy of this Agreement to its subcontractor(s).

SECTION 7: RECORDS AND MONITORING

- 7.1.1 The Rio Grande Valley Communication District 9-1-1 is entitled to inspect and copy, on a 24/7/365 basis, at Public Agency's office, the records maintained under this Agreement for as long as they are maintained.
- 7.1.2 The Rio Grande Valley Communication District 9-1-1 is entitled to visit Public Agency's offices, talk to its personnel, and audit its applicable 9-1-1 records during normal business hours to assist in evaluating its performance under the Agreement.

SECTION 8: EARLY TERMINATION OF AGREEMENT

- 8.1.1 The Rio Grande Valley Communication District 9-1-1 reserves the right to terminate this Agreement in whole or in part upon default by Public Agency. Notice of termination shall be provided to Public Agency in writing, shall set forth the reason(s) for termination, and provide for a minimum of thirty (30) days to cure the defect(s). Termination is effective only in the event Public Agency fails to cure the defect(s) within the period stated in the notice subject to any written extensions. If the Agreement is terminated, Public Agency shall cooperate with the Rio Grande Valley Communication District 9-1-1 to ensure an orderly transition of services. Further, all equipment shall be returned to the Rio Grande Valley Communication District 9-1-1 in working condition and the Rio Grande Valley Communication District shall only be liable for payment for services rendered before the effective date of termination. Either Party may terminate this Agreement for convenience upon 180 days

written notice to the other Party. Certain reporting requirements in the Agreement shall survive termination.

SECTION 9: NOTICE TO PARTIES

9.1.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is considered received by a party when it is:

- Delivered to the party personally;
- On the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address as specified in paragraph 9.2.1 and signed on behalf of the party; or
- Three business days after its deposit in the United States Mail, with first-class postage affixed addressed to the party's address specified in paragraph 9.2.1.

9.1.2 Notices shall be sent to the following address for each party:

If to RGV 9-1-1 District: Attn: Manuel Cruz
1912 Joe Stephens Ave. Ste. A
Weslaco, Texas 78599

If to Public Agency: Attn: Mayor Oscar D. Montoya
P.O. Box 837
Mercedes, TX 78570

SECTION 10: GENERAL PROVISIONS

10.1.1 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Hidalgo County, Texas.

10.1.2 **Liability.** The Parties agree and acknowledge that each Party is not an agent of the other Party and that each Party is responsible for its acts, forbearances, negligence, and deeds, and those of its agents, contractors, officers, and employees in conjunction with each Party's performance under this Agreement.

10.1.3 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages, or expenses were reasonably foreseeable.

10.1.4 **Procurement.** Both parties agree to comply with all applicable federal, State, and local laws, rules and regulations for purchases under this Agreement. Failure to do so may result in ineligibility and denial of reimbursement by the Rio Grande Valley Communication District 9-1-1.

- 10.1.5 **Force Majeure.** It is expressly understood and agreed by the Parties to this Agreement that if either party hereto is prevented from or delayed in the performance of any of its obligations hereunder by reason of force majeure, defined as acts of God, war, riots, storms, fires or any other cause whatsoever beyond the reasonable control of the party, the party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay. The period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed. Each Party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 10.1.6 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitute the entire agreement of the parties, and supersedes all other agreements, discussions, representations, or understandings between the parties with respect to the subject matter hereof.
- 10.1.7 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation. In the event of such occurrence, written notice of alterations, additions, or deletions to the terms of this Agreement will be provided to Public Agency.
- 10.1.8 **Nondiscrimination and Equal Opportunity.** Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.
- 10.1.9 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

The parties agree to continue performing their duties under this contract, which are unaffected by the dispute during the negotiation and mediation process.



THE CITY OF MERCEDES	THE RIO GRANDE VALLEY EMERGENCY COMMUNICATION DISTRICT 9-1-1
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<u>By: CITY OF MERCEDES</u>	<u>By: Rio Grande Valley Emergency Communication District 9-1-1</u>
<u>Name: OSCAR D. MONTOYA</u>	<u>Name: MANUEL CRUZ</u>
<u>Title: MAYOR</u>	<u>Title: EXECUTIVE DIRECTOR</u>

<u>Signature:</u>	<u>Signature:</u>
<u>Date:</u>	<u>Date:</u>

Date of governing body approval: January 24th, 2024

Attachments:

- Attachment A:** Equipment Room and Electrical
- Attachment B:** Call Volume requirements regarding PSAP Position utilization



Attachment A - Equipment Room and Electrical Requirements

Equipment Room:

- There must be enough space to remove equipment from the equipment room in the event of an upgrade or replacement of faulty equipment i.e., removal of the Uninterruptible Power Supply (UPS) battery system, or large rack-mounted servers.
- Do not attach any equipment that is not provided by the Rio Grande Valley Emergency Communication District 9-1-1 into the rack being utilized for 9-1-1 call delivery. Equipment racks must remain segregated to allow the Rio Grande Valley Emergency Communication District 9-1-1 the ability to add/remove/change any of their equipment when necessary.
- Do not stack anything on or around the Rio Grande Valley Emergency Communication District 9-1-1 equipment rack or UPS, UPS bypass switch, or electrical distribution panel. There must be elevator access to the equipment room, or 911 demarcation closets located upstairs.

Fire Protection:

- Dry pipe high-temperature type systems are recommended if sprinkler heads are to be in the 9-1-1 equipment room.
- If possible, non-combustible material must be used for the room construction.

Security Precautions:

- The Public Agency may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push-button access codes or card readers are not recommended unless you provide a battery backup system.

Temperature and Humidity Control:

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 65 to 78 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the 9-1-1 equipment.
- For estimates on the BTU output of the equipment, please consult with onsite installation personnel.

Static Electricity:

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor must not be carpeted unless the carpet is static-free and grounded.
- The room floor must be sealed, (preferably tiled), but not waxed.

Lighting:

- Lighting must not be powered from the switch room service panel.
- Lighting must provide 50-75-foot candles measured 30" above the equipment room floor.

Grounding:

- A single point, the isolated ground is required unless superseded by local code. The source must be the XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous with no splices or junctions.
- Conductors must be no load, non-current carrying.

Electrical:

- The voltage required is 208/120 V three-phase: four-wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred; however, a shared transformer or distribution is acceptable.
- IGL6-15, 20, or 30 receptacles are required, and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.
- The Rio Grande Valley Emergency Communication District 9-1-1 equipment must be plugged into independent circuits, and segregated from other non-911 equipment, such as floor heaters, radio equipment, etc. This will ensure that a failure of non-911 equipment will not adversely affect the performance of 9-1-1 call handling equipment.



Attachement B - Call Volume requirements regarding PSAP Position utilization

Public Safety Answering Point (PSAP) Adds, Moves, Changes, Consolidations, and Closures. (Minimum requirements for call volume per 9-1-1 Position Averaged per 12-month period)

Call Volume Chart

Minimum Average Call Volume for Maintaining/Requesting 9-1-1 Positions*

Total Number of Positions**	Minimum Daily Call Volume Average
2	20
3	50
4	80
5	120
6	150
7	200
8	225
9	250
10	300
15	400
20	500
25	600
30	700

- *Call volume is averaged over the previous 12 months from the date of request
- **Includes Current + Requested Positions
- Failure to meet the minimum call (per position) requirements will require an evaluation of PSAP(s) need for currently deployed 9-1-1 positions.

Bids/Contracts

DATE: April 2, 2024
FROM: Marisol Vidales, Library Director
ITEM: **Approval of Grant Contract with Texas State Library and Archives Commission**

BACKGROUND INFORMATION:

The library has been awarded the Family Place Grant through the Texas State Library and Archives Commission (TSLAC). The grant will include a travel stipend of \$1,283 to attend a week-long training for two staff along with \$6,000 to purchase the supplies necessary to launch the program at the library. Once the initial training and supplies are purchased the library will hold workshops for children 0-3 (with their caregivers), develop an interactive space to encourage playing and learning, and work on strengthening partnerships with organizations serving young children and their families and become an official part of The Family Place Libraries. Prior to all of the above occurring the library will need to return the signed grant contract to TSLAC

BOARD REVIEW/CITIZEN FEEDBACK: Choose an item.

ALTERNATIVES/OPTIONS:

FISCAL IMPACT: \$

Proposed Expenditure/(Revenue):	Account Number(s):

Finance Review by:

LEGAL REVIEW:

ATTACHMENTS:

Staff Recommendation: Staff is recommending approval of the contract.



Texas State Library and Archives Commission Family Place Training Award Grant Contract

Grant Number: FPG-24005

1. Parties

This grant contract is an agreement between the Texas State Library and Archives Commission (TSLAC), the library identified below, and the library's legal entity (library and library's legal entity collectively referred to as "Recipient"). TSLAC and Recipient are collectively referred to as "the parties."

Library's Legal Entity Name:	City of Mercedes
Library Name and Address:	Dr Hector P Garcia Memorial Library 434 S Ohio St Mercedes, TX 78570-3120
FUEI No.:	JZF2HTKXD8E8

2. Purpose of the Grant Contract

The purpose of this grant contract is to assist the recipient library in becoming a Family Place Library. The Family Place Libraries Training Institute provides theoretical grounding and practical training in family-centered library services. Designated Recipient staff members ("trainee" or "trainees") will attend training provided by the Family Place Libraries Training Institute. Upon successful completion of training, the library will receive a reimbursement grant up to \$6,000 to purchase resources to help redesign their library environment to:

- Create a welcoming and developmentally appropriate environment for children beginning at birth.
- Connect parents with the resources, programs and services offered at the library and other family service agencies.
- Connect with non-traditional library users.
- Ensure children have access to resources that will allow them to enter school ready and able to learn.

3. Library Personnel

Trainees will receive TSLAC Family Place Training Scholarships to attend Family Place Training at Round Rock Public Library in Round Rock, Texas, May 13-16, 2024.

Name: Michelle Muniz
Email Address: mmuniz@cityofmercedes.com
Telephone Number: 956-565-2371

Name: Francisco Rivas
Email Address: frivas@cityofmercedes.com
Telephone Number:

4. Term of the Grant Contract

This grant contract will begin on April 1, 2024, and terminate April 30, 2027, unless it is terminated earlier in accordance with another provision of this contract. Family Place training and purchases made with grant funds will occur before August 31, 2024; however, the contract will remain effective until final reports are submitted by library in accordance with section 5.5 below.

5. Recipient's Contractual Services and Required Obligations

- 5.1. Each trainee will attend all scheduled activities of the Family Place Training Institute as outlined in the Family Place training syllabus. Any trainee with a disability may request an accommodation by contacting the TSLAC Family Place Program Manager. If any trainee is unable to complete the training, or becomes otherwise ineligible to attend (e.g., accepts a different position within the library or leaves employment at the library named above), Recipient must notify TSLAC as soon as possible. Substitutions may be permitted subject to TSLAC approval.
- 5.2. Recipient will provide services as outlined in the approved grant application (Family Place Library Grant for SFY 2024) as approved by TSLAC and as provided in this agreement. Grant funds must be used to meet TSLAC, state, and federal goals. Recipient must report information relating to best practices and performance outcomes during the period of this contract. The approved grant application submitted by Recipient is incorporated into this contract as if fully set forth herein. In the event of any conflict between the grant application and this contract, this contract shall prevail.
- 5.3. Within six (6) months of trainees' completion of training, Recipient will:
 - 5.3.1. Report on expenditures in accordance with the requirements and timeline provided in Section 7.
 - 5.3.2. Create and maintain a family-friendly, interactive public space within the Children's area of the library in accordance with information provided during the training.
 - 5.3.3. Develop a Parenting Collection in or adjacent to the library's Children's area.
 - 5.3.4. Provide in-house orientation for staff and/or volunteers and/or library board members about the purpose and objectives of becoming a Family Place Library.
- 5.4. Within one (1) year of trainees' completion of training, Recipient will:
 - 5.4.1. Develop coalitions/partnerships with community-assistance agencies as described during the training.
 - 5.4.2. Plan, advertise, and implement a minimum of one 5-week session, 1 hour per week, of the Parent/Child Workshops or equivalent, as described during the training.
- 5.5. Within three (3) years of trainees' completion of training, Recipient will:
 - 5.5.1. Annually implement two 5-week sessions, 1 hour per week, of the Parent/Child Workshops or equivalent, during the second and third year after the training.
 - 5.5.2. Engage in support and consulting provided by staff from the Middle Country Public Library.
 - 5.5.3. Work with Middle Country Public Library to coordinate a site visit approximately 18 months after completing the training.
 - 5.5.4. Maintain documentation regarding implementation of the library's Family Place Plan and report annual statistics related to the Parent/Child Workshops, Early Childhood Programs, Space Usage, Collaborations and Outreach Efforts, as required by the Middle Country Public Library.
 - 5.5.5. Complete all required State and Family Place Evaluations and Progress Reports about their Family Place Library.
 - 5.5.6. Replace and refresh the materials and resources in the early learning center, as needed.
 - 5.5.7. Train additional staff as needed to sustain the program in the event of a staff member leaving.

6. Source of Funds, Grant Amounts, and Disbursement Requirements

- 6.1. Grant award to Recipient for reimbursement of resource costs to establish a Family Place-designated area at the library shall not exceed \$6,000. Indirect costs, as included in the total amount awarded, shall not exceed 0.000 or \$0.00 as indicated in the budget below.

Source of funds: General Revenue, State Fiscal Year 2024

6.1.1. Recipient must encumber expenses to implement the Family Place program (up to \$6,000) no later than July 31, 2024.

6.2 Grant award to Recipient includes a travel stipend of up to \$700.00 for each trainee identified in Section 3 above. This travel stipend will be used by Recipient to apply to costs for travel to and from the training site and transportation while attending training. No additional funds will be available for travel should actual costs exceed \$700.00 per recipient.

7. Additional Obligations and Certifications of Recipient

7.1. Grant Amounts and Disbursement Requirements

7.1.1. The Recipient is restricted to one of two methods for requesting funds from TSLAC. The Recipient may request reimbursement of actual expenditures for the Recipient’s normal billing cycle, or advance payment for estimated expenditures to be incurred within the 30-day period following the request. Only Recipients providing documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from TSLAC and disbursement of grant funds will be allowed to request advance payments.

7.1.2. The Recipient must request payments from TSLAC using TSLAC’s Request for Funds form (RFF) via TSLAC’s online Grant Management System (GMS), located at <https://grants.tsl.texas.gov>. Requests may be submitted to TSLAC no more often than once every 30 days, and no less often than once per quarter. Funds will be processed and paid to the Recipient provided TSLAC has received a fully executed contract, and Recipient has fulfilled all reporting and training requirements for current and preceding contracts and submitted supporting documentation with the RFF.

7.1.3. When submitting an RFF for reimbursement, the Recipient must provide TSLAC with supporting documentation, such as receipts, paid invoices, time sheets, and/or pay stubs to support the amount requested before payment will be processed. Recipient must submit the final request for reimbursement no later than **August 31, 2024**.

7.1.4. The Recipient may not obligate or encumber grant funds after **July 31, 2024**. All obligations and encumbrances must be liquidated or paid no later than **August 31, 2024**. If the Recipient cannot meet this deadline, the Recipient may request an extension. Please contact the Family Place Program Manager for details on this procedure. Extensions may be approved by TSLAC on a case-by-case basis.

7.1.5. Interest earned in excess of \$500 on advanced funds must be returned to TSLAC per requirements in the State of Texas Grant Management Standards (TxGMS). All unexpended grant funds must be returned to TSLAC per requirements in TxGMS. If the Recipient does not expend funds on a regular basis and/or provide notice relating to unexpended funds when requested, TSLAC reserves the right to act as necessary to reduce any unexpended balances, including reducing the amount specified in Section 6.2. above up to the full expended balance remaining.

7.1.6. Per the approved grant application, funds are authorized according to the following budget:

<u>Salaries/Wages/Benefits</u>	<u>\$0.00</u>
<u>Travel</u>	<u>\$1,283.00</u>
<u>Equipment</u>	<u>\$0.00</u>
<u>Supplies/Materials</u>	<u>\$6,000.00</u>
<u>Services</u>	<u>\$0.00</u>
<u>Consultant Fees</u>	<u>\$0.00</u>
<u>Indirect Costs</u>	<u>\$0.00</u>
Total	\$7,283.00

8. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Recipient will not be permitted any fiscal or programmatic change requests related to the Family Place program. All program requirements are pre-established by Family Place™ and the Texas State Library and Archives Commission. Materials purchased must align with items designated by Family Place™ as appropriate to meet the Family Place™ program requirements. Any items purchased by Recipient that do not meet program requirements will not be reimbursed by TSLAC to Recipient.

9. EQUIPMENT AND PROPERTY REQUIREMENTS

- 9.1. Ancillary charges such as taxes, protective in-transit insurance, and freight may be included in or excluded from the expenditure cost in accordance with the Recipient's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- 9.2. The Recipient will comply with TxGMS , Property Standards, Equipment, requiring certain items of equipment to be maintained on inventory.
- 9.3. Subject to the obligations and conditions set forth in TxGMS, title to equipment acquired under a grant will vest in the Recipient upon acquisition. Recipient must include any equipment/property acquired with grant funds in the required biennial property inventory and follow the TxGMS requirement that the Recipient reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This biennial inventory does not need to be submitted to TSLAC but must be maintained by the Recipient and will be subject to review and/or audit by TSLAC. When property is vested in the Recipient, Recipient will dispose of equipment/property in accordance with TxGMS. When the Recipient has been given federally or state-owned equipment/property, Recipient will follow the guidance as set forth in TxGMS.

10. REPORTING REQUIREMENTS

- 10.1. The State Legislature has charged TSLAC with submitting performance measure reports that specify the level of services provided by its programs and services. In accepting these grant funds, the Recipient acknowledges responsibility for performing certain services on behalf of TSLAC, as outlined in the approved grant application. Therefore, the Recipient is responsible for submitting to TSLAC periodic reports that reflect the Recipient's level of performance on these services. To comply with these requirements, the Recipient agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.
- 10.2. The Recipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and/or, (3) any other issues identified in the Recipient's grant activities or internal audit. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Recipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.
- 10.3. The Recipient agrees to submit annual performance reports detailing grant-funded activities via TSLAC'S GMS on or before due dates listed in the following schedule. In the event that a due date falls on a weekend or state holiday, the respective report will be due on the next business day. Recipient agrees to include information on project progress and outcomes as defined by TSLAC in the reports. A copy of the Recipient's annual report to Family Place™ will be submitted as part of the annual performance report requirements.

<u>Reporting Period</u>	<u>Due Date</u>
Y1 (April 1, 2024–March 31, 2025)	April 30, 2025
Y2 (April 1, 2025–March 31, 2026)	April 30, 2026
Y3 (April 1, 2026–March 31, 2027)	April 30, 2027

- 10.4. The Recipient will ensure that all fiscal reports or vouchers requesting payment under this agreement will include a certification, signed by an official who is authorized to legally bind the Recipient, that the reports are true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. The Recipient acknowledges that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the signing official to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise.

- 10.5 The Recipient agrees to submit an audit certification form for the auditable period encompassing August 31, 2024, to TSLAC no later than **December 31, 2024**, or other deadline as specified by TSLAC.
- 10.6 If a single audit is required, the Recipient will comply with the TxGMS, Standard Financial Management Conditions, Audits, Program-Specific Audit, Part 4A. The audit shall be completed and the required data collection form submitted to TSLAC within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance or a different period is specified in a program-specific audit guide.
- 10.7 TSLAC reserves the right to withhold final payment on this Grant until all required reports and forms are received as applicable.

11. GENERAL TERMS AND CONDITIONS

- 11.1. The Recipient will comply with the Family Place Library Grant Program Guidelines for SFY 2024.
- 11.2. The Recipient will comply with the Rules for Administering the Family Place Library Grant as outlined in the Notice of Funding Opportunity, and Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, General Grant Guidelines.
- 11.3. The Recipient will comply with the following rules and guidance as applicable:
 - 11.3.1. Texas Grants Management Standards (TxGMS) (<https://comptroller.texas.gov/purchasing/grant-management/>); and
 - 11.3.2. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200 and §3187 (Supercircular)) (<https://federalregister.gov/a/2013-30465>).
- 11.4. The Recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. Recipient understands that IMLS and TSLAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal or state government purposes. (2 CFR §200.315)
- 11.5. Recipient understands that the federal awarding agency, IMLS, and TSLAC have the right to:
 1. obtain, reproduce, publish or otherwise use, the data produced under a Federal award; and
 2. authorize others to receive, reproduce, publish or otherwise use such data for Federal or state government purposes.
- 11.6. All publicity relating to the grant award must include acknowledgment of the Institute of Museum and Library Services (www.imls.gov/recipients/imls_acknowledgement.aspx) and the Texas State Library and Archives Commission. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Recipient's website, and materials distributed through the grant project. The Recipient will provide TSLAC with one set of all public relations materials produced under this grant with the final quarterly performance report.
- 11.7. The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) that prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and §§1685-1686), that prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), that prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), that prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) that may apply to the application.

- 11.8.** The Recipient understands that acceptance of funds under this contract acts as acceptance of the authority of duly authorized representatives of TSLAC, the Comptroller General of the United States, and the Texas State Auditor's Office, or any successor agencies, to conduct an audit or investigation in connection with those funds. Recipient further agrees to cooperate fully with said representatives in the conduct of the audit or investigation and agrees to provide access to all books, documents, papers, examinations, excerpts, transcripts, copies, and any other records necessary to conduct the audit and/or investigation. Recipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Recipient, and the requirement to cooperate, is included in the contract for any sub-grant awarded.
- 11.9.** The Recipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Recipient and its employees may not:
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
- 11.10.** The Recipient agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three years after the last State Program Report for the Texas LSTA 5-Year Plan 2023-2027 is submitted (anticipated date of submission is January 29, 2029). **This means the Recipient must maintain all grant-related records through January 29, 2032. Recipients that operate as state agencies must comply with Texas Government Code Section 441.1855 relating to state agency contracting and the retention of all contract-related documents.**
- In the event the Recipient or receiving entity no longer exists, the Recipient will notify TSLAC in writing providing the name of the legal entity that will maintain the records and the location of said records.**
- 11.11.** This grant may be terminated by written notice and mutual agreement of both parties. The termination notice must be given no less than 30 days prior to the termination date. Where notice of termination is given, the Recipient shall:
- 11.11.1.** Take immediate steps to bring the work or grant activities to a close in a prompt and orderly manner. Recipient will complete reporting requirements outlined in Section VII of this document and in a manner mutually agreed upon by both parties as part of the closeout process.
 - 11.11.2.** Reduce expenses to a minimum and not undertake any forward commitment. All contracted funds that are not spent, encumbered or obligated at the time of notice of termination shall revert back to TSLAC according to processes established in 6.1.5 of this document and according to a timeline mutually agreed upon by both parties.
- 11.12.** In the event the Recipient loses all program staff prior to the end of the grant period or the termination date, whichever is earlier, the Recipient is obligated to fulfill all terms and conditions of the grant with regard to reporting requirements, retention of records and requirements for disposition of equipment and supplies.

12. ENFORCEMENT

- 12.1.** Remedies for noncompliance. If a Recipient materially fails to comply with any term of the contract, whether stated in the contract itself, a state or federal statute or regulation, an assurance in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions or impose other sanctions as appropriate in the circumstances:
- 12.1.1.** Temporarily withhold cash payments pending correction of the deficiency by the Recipient, or more severe enforcement action by TSLAC;
 - 12.1.2.** Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 - 12.1.3.** Wholly or partly suspend or terminate the current contract for the Recipient's program;
 - 12.1.4.** Withhold further awards for the program; or
 - 12.1.5.** Take other remedies that may be legally available.

- 12.2.** Hearings, appeals. In taking an enforcement action under this section, TSLAC will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved, if any. Appeal/protest procedures are outlined in the Texas Administrative Code (TAC), Title 13, Part 1, Chapter 2, Subchapter A, Rule 2.55.
- 12.3.** Effects of suspension and termination. Costs to Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorizes them. Other Recipient costs incurred during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
- 12.3.1.** The costs resulting from obligations that were properly incurred by the Recipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are noncancelable; and,
- 12.3.2.** The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- 12.4.** Relationship to Debarment and Suspension — The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under Executive Order 12549 (TxGMS, Appendix 6, Debarment and Suspension) and state law.

13. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions, performance reports, and equipment/property should be directed to:

Dominic Gonzales, Grants Administrator
Phone: 512-463-5581/ Fax: 512-936-2306
E-mail: dgonzales@tsl.texas.gov

Questions or documentation relating to requests for funds, payments, and financial status should be directed to:

Arturo Villarreal, Grants Accountant
Phone: 512-463-5472 / Fax: 512-475-0185
E-mail: grants.accounting@tsl.texas.gov

Questions or concerns about advance payments and other financial issues should be directed to:

Rebecca Cannon, Manager, Accounting and Grants
Phone: 512-463-6626 / Fax: 512-475-0185
E-mail: rcannon@tsl.texas.gov

Payments from Recipient to TSLAC, such as refunds and those for excess advanced funds or interest earned on advanced funds, should be mailed to the following address with an explanation of the purpose of the payment and the grant number:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

14. APPLICABLE AND GOVERNING LAW

- 14.1.** The laws of the State of Texas shall govern this grant.
- 14.2.** All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- 14.3.** This grant contract is subject to the availability of funds. TSLAC may reduce or terminate this grant contract when the availability of funding is reduced or eliminated.

15. GRANT CERTIFICATIONS

- 15.1.** TSLAC certifies that: (1) the services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) the grant is in compliance with Texas Government Code §441.006, Texas Government Code §441.135; Texas Administrative Code, Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110–2.119 regarding General Grant Guidelines; the Library Services and Technology Act (LSTA); the State Plan for the LSTA in Texas; and TxGMS.
- 15.2.** The Recipient certifies that all costs included in this grant award are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.
- 15.3.** The Recipient certifies that the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently, and the negotiating agency will be notified of any accounting changes that would affect the predetermined rate.
- 15.4.** The Recipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Recipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all Recipients shall certify and disclose accordingly, as specified in 31 U.S.C. §1352.
- 15.5.** Recipient certifies that neither Recipient nor any of its principals (a) are presently excluded or disqualified; (b) have been convicted within the preceding three years of any of the offenses listed in 2 CFR §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; (c) are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 CFR §180.800(a); or (d) have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default. Where the Recipient is unable to certify to any of the statements in this certification, the Recipient shall attach an explanation to these Certifications.
- 15.6.** The Recipient certifies all applicable activities related to this grant will be in compliance with the Copyright Law of the United States (Title 17, U.S. Code).
- 15.7.** In addition to Federal requirements, state law requires a number of assurances from applicants for Federal pass-through or other state-appropriated funds. (TxGMS, Appendix 6, Uniform Assurances by Local Government).

16. SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Gloria Meraz, Director and Librarian

Date

Donna Osborne, Chief Operations and Fiscal Officer

Date

Sarah Karnes, Director, Library Development & Networking

Date

Dominic Gonzales, Grants Administrator

Date

RECIPIENT

City of Mercedes, Dr Hector P Garcia Memorial Library

Signature (official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date