



**TAKE NOTICE THAT A SPECIAL MEETING
OF THE BOARD OF COMMISSIONERS
OF THE CITY OF PHARR, TEXAS
WILL BE HELD AT CITY HALL, COMMISSIONERS' ROOM,
118 S. CAGE BLVD., 2ND FLOOR, PHARR, TEXAS
COMMENCING AT 5:00 P.M. ON
WEDNESDAY, SEPTEMBER 23, 2015**

The City of Pharr has called this meeting as allowed pursuant to Texas law, city charter, and Ordinance O-2015-28. The governing body may recess from day to day when it does not complete consideration of a particularly long subject as authorized by law. All persons desiring to address the governing body must register with the presiding city clerk prior to the scheduled meeting.

1. Roll call and possible action on the excusing of any absent member of the governing body.
2. Consideration and action, if any, on Ordinance adopting and approving the budget for year beginning October 1, 2015 and ending September 30, 2016. (FINANCE)
3. Consideration and action, if any, on Ordinance adopting tax rate for FY 2015-2016. (FINANCE)
4. Consideration and action, if any, on Resolution authorizing staff to submit application to the Texas Parks and Wildlife Department for Local Park Grant Program-Pharr Nature Park. (PARKS & RECREATION)
5. Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Ridge Road to Kelly Avenue for the Color Me Loco 5K Run on Saturday, October 31, 2015 from 7:00 am to 11:30 am. (PAL)
6. Consideration and action, if any, on Resolution entering into an agreement with Texas Department of Transportation for closure of U.S. 281 (Cage Blvd.) from Ridge Road to Kelly Avenue for the 8th Annual Cancer Walk on Saturday, October 31, 2015. (PAL)
7. Consideration and action, if any, authorizing the purchase of remote broadcast hardware. (IT)

8. Consideration and action, if any, rejecting bids for Health Insurance Services for FY 2015-2016 and authorize City Manager to re-advertise for bids. (HR)
9. Consideration and action, if any, on agreement between the Pharr Fire Department and Gases 101 for the maintenance of hazmat equipment. (FIRE)
10. **CLOSED SESSION:** *In accordance with Chapter 551 of the Texas Gov't. Code, the Pharr Board of Commissioners hereby gives notice that it may meet in a closed (non-public) executive session to discuss the items listed on the public portion of the meeting agenda, including items 2 - 9 in accordance with the following below:*

Pursuant to Section 551.071, the City may convene in a closed, non-public meeting with its attorney and discuss any matters related to **legal advice on pending or contemplated litigation, settlement offer, and/or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.072, the City may convene in a closed, non-public meeting to discuss any matters related to **real property and deliberate the purchase, exchange, lease, or value of real property as such would be detrimental to negotiations between the City and a third party in an open meeting.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.074, the City may convene in a closed, non-public meeting to discuss any matters related to **appointment, employment, evaluation, reassignment, duties and discipline or dismissal of a public officer or employee and to hear any complaints or charges against an officer or employee.** The City and its attorney may also discuss such issues with the appropriate staff including members so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.076, the City may convene in a closed, non-public meeting to discuss any matters on the **deployment, or specific occasions for implementation, of security personnel or devices.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.084, the City may convene in a closed, non-public meeting to discuss any matters involving an **investigation and may exclude a witness from hearing during the examination of another witness in the investigation.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

Pursuant to Section 551.087, the City may convene in a closed, non-public meeting to discuss any matters regarding **economic development issues.** The City and its attorney may also discuss such issues with the appropriate staff so as to obtain necessary and relevant information so that such discussion is informative and developed.

11. **RECONVENE** into Regular Session, and consider action, if necessary on any item(s) discussed in closed session.

12. **ADJOURNMENT.**

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's Office at 956/402-4100 ext 1003/1007 or FAX 956/702-5313 or E-mail hilda.pedraza@pharr-tx.gov or imelda.barrera@pharr-tx.gov for further information. Braille is not available.

I, the undersigned authority, do hereby certify that the above notice of said Special Meeting of the City Commission of the City of Pharr was posted on the bulletin board at City Hall and readily accessible to the general public at all times and on the City's web page at www.pharr-tx.gov. This Notice was posted on the 18th day of September, 2015, at 5:00 P.M. and will remain posted continuously for at least 72 hours preceding the scheduled time of said Meeting, in compliance with Chapter 551 of the Government Code, Vernon's Texas Codes, Annotated (Open Meetings Act).



WITNESS MY HAND AND SEAL, this 18th DAY OF SEPTEMBER 2015.


HILDA PEDRAZA, TRMC
CITY CLERK

I certify that the attached notice and agenda of items to be considered by the City Commission was removed from the bulletin board of City Hall on the _____ day of _____, 2015 by,

Title: _____

ORDINANCE NO: O-2015-__

**AN ORDINANCE ADOPTING AND APPROVING THE
BUDGET FOR THE CITY OF PHARR, TEXAS FOR
YEAR BEGINNING OCTOBER 1, 2015 AND ENDING
SEPTEMBER 30, 2016, APPROPRIATING FUNDS,
AND DECLARING AN EMERGENCY AND AN
EFFECTIVE DATE**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR,
TEXAS:**

WHEREAS, the City Manager of the City of Pharr has prepared a budget for the fiscal year beginning October 1, 2015 and ending September 30, 2016, and has filed same with the City Clerk all in the manner and form and for the length of time required by law; and

WHEREAS, public notice of a public hearing on such budget has been given in the manner and form and for the length of time required by law, and pursuant to such notice, and such public hearing was held, and it is the Judgment of the Board of Commissioners of the City that the law warrants no changes to be made in said budget as prepared by the City Manager and that said Budget should be approved as submitted by the City Manager, and adjusted by the City Commission.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS
OF THE CITY OF PHARR, TEXAS:**

SECTION 1: That the budget of the revenues of the City of Pharr, and the expenditures for the conducting of the affairs thereof for the fiscal year beginning October 1, 2015 and ending September 30, 2016, as submitted to the Board of Commissioners of the City of Pharr, Texas, by the City Manager of said City, be and the same is in all respects approved and adopted as the Budget for said fiscal year.

SECTION 2: That the sum of \$ 61,880,625 is hereby appropriated out of the general fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 3: That the sum of \$ 0 is hereby appropriated out of the general contingency reserve fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 4: That the sum of \$ 1,212,500 is hereby appropriated out of the community development fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 5: That the sum of \$ 790,000 is hereby appropriated out of the asset sharing fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$630,000 is from fund reserves.

SECTION 6: That the sum of \$ 5,00 is hereby appropriated out of the parkland dedication fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 7: That the sum of \$1,725,300 is hereby appropriated out of the grants fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 8: That the sum of \$900,000 is hereby appropriated out of the paving and drainage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 9: That the sum of \$850,00 is hereby appropriated out of the hotel/motel fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 10: That the sum of \$23,663,200 is hereby appropriated out of the general capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$8,301,175 is from fund reserves.

SECTION 11: That the sum of \$14,359,300 is hereby appropriated out of the utility capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$2,770,000 is from fund reserves.

SECTION 12: That the sum of \$19,120,600 is hereby appropriated out of the bridge capital projects fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government, of which \$1,869,200 is from fund reserves.

SECTION 13: That the sum of \$4,901,200 is hereby appropriated out of the debt service fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 14: That the sum of \$666,725 is hereby appropriated out of the garage fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 15: That the sum of \$ 27,614,700 is hereby appropriated out of the utility fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government of which \$11,287,300 is from fund reserves.

SECTION 16: That the sum of \$13,794,100 is hereby appropriated out of the bridge fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 18: That the sum of \$657,640 is hereby appropriated out of the Event Center fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 18: That the sum of \$1,191,200 is hereby appropriated out of the golf course fund for the payment of operating expenses, capital outlay, and other specified expenditures of the City Government.

SECTION 19: The fact that an approved and adopted budget is necessary for the preservation of order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and be in full force from and after the passage and approved.

APPROVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 23rd day of September, 2015.

CITY OF PHARR

AMBROSIO "AMOS" HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

ORDINANCE NO: O-2015-___

**AN ORDINANCE SETTING THE TAX RATE AND LEVYING
AD VALOREM TAXES FOR THE CITY OF PHARR, TEXAS
BEGINNING FISCAL YEAR OCTOBER 1, 2015 AND ENDING
SEPTEMBER 30, 2016, DIRECTING THE ASSESSMENT AND
COLLECTION THEREOF, DECLARING AN EMERGENCY
AND AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
PHARR, TEXAS:**

WHEREAS, the Board of Commissioners finds that the tax rate for the fiscal year 2015-2016, as hereinafter levied for current operating expenses, and capital outlays, to pay interest and to provide the sinking fund on outstanding bonds of the City issued for municipal purposes must be levied to provide the revenue requirements of the approved and adopted budget for said fiscal year.

**WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES
FOR MAINTENANCE & OPERATIONS THAN LAST YEAR'S
TAX RATE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY
COMMISSIONERS OF THE CITY OF PHARR, TEXAS:**

SECTION 1: That there is hereby fixed, levied and assessed for the fiscal year beginning October 1, 2015, and ending September 30, 2016, an ad valorem tax of on each \$100 valuation of property within the limits of the City of Pharr and not exempt from taxation by valid law; that such ad valorem tax shall be apportioned between the interest and sinking fund and the general fund as follows:

M & O	\$.5821
I & S	\$ <u>.0719</u>
TOTAL RATE	\$ <u>.6540</u>

SECTION 2: The Tax Assessor and Collector of the City of Pharr, is hereby directed to assess for such fiscal year the rate herein fixed and levied, and to collect such taxes in accordance with this Ordinance.

SECTION 3: The fact that the fixing and levying of Ad Valorem taxes is of great importance to the order, health, safety and general welfare of the public creates an emergency. The requirement that this Ordinance is to be read on three (3) separate meetings is hereby waived and dispensed with and this Ordinance shall take effect and

be in full force from and after its passage and approval. Publication may also be in caption form as allowed under Section 9 of the Pharr City Charter.

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE”

APPROVED AND ADOPTED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF PHARR, TEXAS, on this the 23rd day of September, 2015.

CITY OF PHARR


AMBROSIO “AMOS” HERNANDEZ, MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK

MEMORANDUM

DATE: September 17, 2015

TO: Juan G. Guerra, City Manager 

FROM: Francisco Marin, Director of Parks and Recreation

SUBJECT: Request for Approval of a Resolution to Participate in the TPWD Local Park Grant Program-Pharr Nature Park

ISSUE

This serves as a request for approval of a resolution to participant in the Texas Parks and Wildlife Local Park Grant Program. The city certifies with this resolution that it is eligible to apply for a grant, that the required matching funds are readily available, that the city manager is designated as the contact person during the grant process, and that the city is applying for a development grant at the Nature Park location.

FINANCIAL CONSIDERATION

TPWD outdoor grants require a 50% match, therefore, the financial consideration of \$250,000 will be necessary, and the funds available in the fiscal year 2016/2017 budget.

STAFF RECOMMENDATION


Staff recommends that the City Commission approve of this item.

ALTERNATIVES

The alternative would be to fund 100% of the project, that is, \$500,000 of the construction costs.

Please feel free to contact me should the need arise, my extension is 2364.

Thank You

REC'D 
CC

SEP 17 2015

CITY OF PHARR
CITY CLERKS OFFICE
PHARR, TEXAS

LOCAL PARK GRANT PROGRAM

RESOLUTION AUTHORIZING APPLICATION

A RESOLUTION OF THE CITY OF PHARR, TEXAS HEREINAFTER REFERRED TO AS "APPLICANT," DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS & WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS "DEPARTMENT," FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARK GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE "PROGRAM"; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; AND DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its **CITY MANAGER** to act for the Applicant in dealing with the Department for the purposes of the Program, and that **JUAN G. GUERRA** is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as **NATURE PARK** in the **CITY OF PHARR** of **HIDALGO COUNTY** for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by the affirmative vote of the "Applicant" on this _____ day of _____, 2015.

Signature of Appropriate Official

Juan G. Guerra, City Manager
Typed Name and Title

NOTE: ALL INFORMATION SHOWN IN THE "SAMPLE RESOLUTION" MUST BE INCLUDED IN THE RESOLUTION PASSED BY THE GOVERNING BODY OF THE SPONSOR APPLYING FOR PROGRAM FUNDS.



MEMORANDUM

DATE: September 17, 2015
TO: Juan G Guerra, City Manager
FROM: Patrick Willingham, Sports Tourism Manager

SUBJECT: Super Hero Color Me Loco 5K

ISSUE

The City of Pharr Police Athletic League will host the annual Color Me Loco 5K run on Saturday October 31, 2015. This event will require a resolution with the Texas Department of Transportation for the road closure of the inside lane only of U.S. 281(Cage Blvd.) from Ridge Rd. to Kelly Ave. from 7a.m. to 11:30 a.m.

FINANCIAL CONSIDERATION

Total cost of labor for this event for police security, public works and PAL employees is

Police Department Labor - \$ 1,912.50

Public Works labor-\$570.77

PAL Employees- \$543.75

Total- **\$3,027.02**

This cost of labor is needed in order to secure the event and provide a quality service to the community. In addition this cost will be offset by sponsorships and participant registration and will serve as fundraiser for the Police Athletic League.

Projected Revenue:

Sponsors-\$3,500

Participants-approximately 600 x \$17= \$10,200

Total=**\$15,400**

STAFF RECOMMENDATION

Staff recommends approval of this event.

ALTERNATIVES

Non approval of this event would cease the Police Athletic League from hosting one of two scheduled fundraisers for the year.

THANK YOU

REC'D <i>AP</i>
CC
SEP 18 2015
CITY OF PHARR CITY CLERK'S OFFICE PHARR, TEXAS

RESOLUTION R-2015-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS;

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of U.S. 281 (Cage Blvd.) from Ridge Road to Kelly Avenue on Saturday, October 31, 2015 for the purpose of conducting the Color Me Loco 5k Run from 7:00 am to 11:30 a.m.

That all rules and procedures of 43 Tex. Adm. Code; Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 23rd day of September, 2015, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



MEMORANDUM

DATE: September 17, 2015
TO: Juan G Guerra, City Manager
FROM: Patrick Willingham, Sports Tourism Manager

SUBJECT: Cancer Walk

ISSUE

On Saturday October 31, 2015 Miriam Keller will be hosting an 8th Annual Cancer Walk in support of Women's fight against cancer. This walk will require an agreement with Texas Department of Transportation on a resolution to for closure of the inside lane only of U.S. 281(from Ridge to Kelly Ave.) The walk will start after PAL's Color Me Loco.

FINANCIAL CONSIDERATION

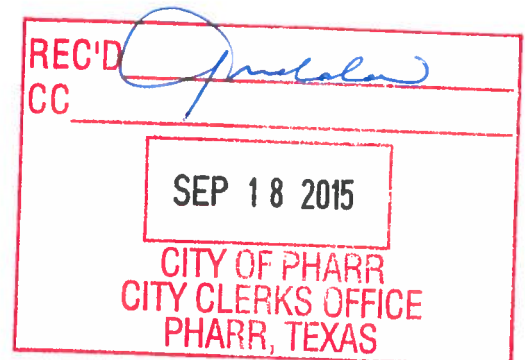
Total cost to the City of Pharr for Police Department and Public Works will be \$2,483.30
Police Department Labor-\$1,912.50
Public Works Labor -\$570.77
Total-\$2,483.27

STAFF RECOMMENDATION

Staff recommends approval. This walk will be in conjunction with the Pharr Police Athletic League.

ALTERNATIVES

THANK YOU



RESOLUTION R-2015-__

A RESOLUTION OF THE CITY OF PHARR TEXAS, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF PUBLIC TRANSPORTATION FOR PUBLIC EVENT IN THE CITY LIMITS OF PHARR

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PHARR, TEXAS;

That the City of Pharr wishes to enter into an agreement with the State of Texas, acting by and through the Texas Department of Transportation for temporary closure of a street for public event.

That the closure of U.S. 281 (Cage Blvd.) from Ridge Road to Kelly Avenue on Saturday, October 31, 2015 for the purpose of conducting the 8th Annual Cancer Walk from 7:00 am to 11:30 a.m.

That all rules and procedures of 43 Tex. Adm. Code; Section 22.12 have been established for the temporary closure of a segment of the State highway system and this agreement has been developed in accordance with the rules and procedures.

This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 23rd day of September, 2015, by the Board of Commissioners of the City of Pharr, Texas.

CITY OF PHARR

AMBROSIO HERNANDEZ, JR. MAYOR

ATTEST:

HILDA PEDRAZA, CITY CLERK



OK
GWS



MEMORANDUM

DATE: September 11, 2015

TO: Juan G Guerra, City Manager

FROM: Jason Arms, Director of Innovation & Technology

SUBJECT: Purchase of Remote Broadcast Hardware

ISSUE

The City of Pharr has identified the need and benefit associated with remote broadcasting capability for city functions, public education, townhall meetings, sporting events, etc.

FINANCIAL CONSIDERATION

Total cost for the remote broadcast hardware and software is \$13,000.00 This purchase will be via a state of Texas pre-negotiated contract.

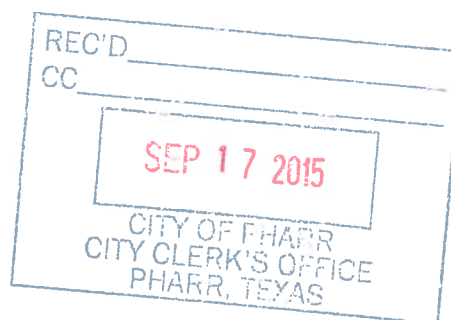
STAFF RECOMMENDATION

I recommend that the Innovation & Technology department be authorized to purchase the hardware associated with this project to create and operate a mobile broadcast platform to expand the transparency and public engagement.


ALTERNATIVES

Our current coverage of events outside of the city commission room is limited. Alternative is to not expand services.

THANK YOU



MEMORANDUM

DATE: September 17, 2015 
TO: Juan G. Guerra, City Manager
FROM: Anali Cantu, Human Resources Director

SUBJECT: CONSIDERATION AND ACTION, IF ANY, REJECTING BIDS FOR HEALTH INSURANCE SERVICES FOR FY 2015-2016 AND AUTHORIZE CITY MANAGER TO READVERTISE FOR BIDS.

ISSUE

In order to explore the self-funded option, and due to the impending deadline on the current RFP bids submitted, we are seeking re-advertisement for fully-funded and self-funded employee health and pharmacy insurance.

FINANCIAL CONSIDERATION

We will be utilizing the services of a 3rd party consultant to review the self-funded Health Insurance option. The City will meet to perform a financial comparison of both self-funded and fully-funded options and decide what is deemed to be the most advantageous for the public and the City.

STAFF RECOMMENDATION

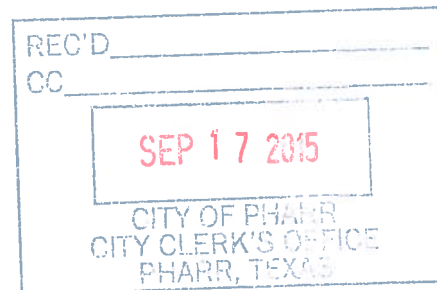
Approve and allow the exploration of the self-funded option.

ALTERNATIVES

We remain fully-funded and review submittal of fully-funded rates and benefits.


Please let me know if you have any questions regarding this and/or if additional information is needed.

Thank you.




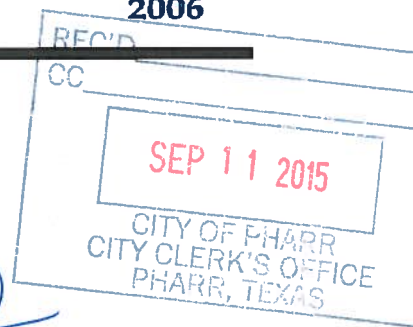
MEMORANDUM

DATE: September 10, 2015

TO: Juan G Guerra, City Manager 

FROM: Eloy Salazar, Deputy Fire Chief

THRU: Fire Chief Guzman and Asst. Chief Mandujano 



SUBJECT: Maintenance Contract for Hazmat Equipment

ISSUE

A maintenance contract will be needed for the calibration and testing of portable gas monitors and radiation equipment. This would be done by a third party, ensuring proper inspection for any damage not seen by personnel during visual inspection. A third party will also provide documentation of repairs and maintenance for legal purposes.

FINANCIAL CONSIDERATION

Total cost for the City will be \$19,276.00 for a 2 year contract. This can be paid in annual payments of \$9,638.00

STAFF RECOMMENDATION

I recommend that the Pharr Fire Department be authorized to work with Gases 101 for the maintenance of hazmat equipment for the verification of it properly working and liability purposes. This recommendation is made based on the ability to obtain a total cost, its location in Texas, its work history with Pharr Fire Department and other municipal fire departments. (McAllen, Edinburg).

ALTERNATIVES

Due to the cost of the maintenance contract being over \$5,000, I contacted three companies to compare price and comparable services. The comparison is as follows:

Gases 101	1101 Spring Breeze Cove, Round Rock TX	512-436-8923	sam@gases101.com
HSU	6689 Stacey Drive, Belton TX	254-721-3815	stippen@aol.com
RTJ	533 Sea Rim Drive, Arlington TX	817-946-3264	rtjsafety@yahoo.com

Please feel free to contact me should the need arise, I am at extension 3019.

THANK YOU

Schedule A-1

2- Year Maintenance Agreement

This Schedule is made pursuant to the terms of the Device Supply and Services Agreement dated _____ between . PHARR FIRE DEPT. and "GASES 101".

The following outlines the equipment and services contemplated under this agreement by GASES 101 in addition to the responsibilities assigned to PHARR FIRE DEPT. under this agreement.

GASES 101

1. List of Equipment to be maintained:

- (a) two(2) five gas monitors (O2,CO,H2S,LELand 10.6 PID with pump)
- (b) two(2)Rae-systems Area-rae with(02,C0,H2S,LeL,and 10.6 PID with pump)
- (c) One(1) Area-rae Gamma with(C0,CL2,10.6 PID with pump)
- (d) One(1) Rae- systems Mini-Rae 3000 PID 10.6 lamp
- (e) One(2) Ludlum 2241 RK-2
- (f) Five(5) Rad-eye Radiation pagers

2. List of Supplied Equipment:

- (a) GASES 101 will provide up to two (2) 58 liter cylinder of multi-gas mix per year.
- (b) GASES 101 will provide up to one (1)221 liter cyl of Isobutylene 100 ppm per year
- (c) GASES 101 will provide up to one(1) 34 liter cylinder of CL2 per year

3. Service and Maintenance responsibilities: 'Performance Standards'

- (a) Every 90 days Gases 101 will come on site to a specified location to inspect clean, and calibrate the instrumentation outlined in section 1.a.
- (b) GASES 101 will perform repairs for damage occurring during normal usage of equipment. Any repair for damage above \$700.00, excluding sensors, will be considered abuse and will be the responsibility of the owner.
- (c) GASES 101 will maintain all service records and provide a copy of those records to PHARR FIRE DEPT. upon request.
- (d) GASES 101 will be responsible for any and all sensor replacement, should a sensor fail to calibrate
- (e) GASES 101 will provide loaner units in the event of unit failure between service intervals.

4. Training

- (a) Upon execution of this agreement and within a reasonable period of time, GASES 101 will provide 2 hours minimum of training for the equipment listed in 1a. GASES 101 will also provide a minimum of 2 hours of annual training on the equipment for the duration of the contract.

PHARR FIRE DEPT.

1. Monthly Fee for Equipment and Service

- (a) For a total of \$803.16 per month due upon receipt of invoice (can be paid in annual payments of \$9,638.00). A fee of 1 1/2 % per month will be charged to any invoice outstanding longer than 30 days.

2. Prompt Return of monitors for calibration and service

- (a) PHARR FIRE DEPT. employees will endeavor to return equipment for service in a timely manner in the supplied containers.

3. Responsibility for lost, stolen or destroyed equipment

- (a) PHARR FIRE DEPT. agrees to be responsible for the replacement costs of any supplied equipment that is lost, stolen or destroyed while in its possession. GASES 101 will repair or replace equipment that is damaged in the normal course of use.

4. Prompt Return of equipment at the termination of this agreement

- (a) PHARR FIRE DEPT. agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement, whether that occurs at the conclusion of the contract or under the terms in Section 7 of the agreement.

Effective Date: _____

Gases 101

PHARR FIRE DEPT.

Signature Date

Signature Date

Gases 101 Monitoring Equipment Supply and Maintenance Agreement

This agreement is made by and between Gases 101, 1107 Wonder dr. suite 103 , Round Rock, Texas 78681 and PHARR FIRE DEPT, this the ___ day of _____ 2014 .

1. Preliminary Statement. GASES 101 is engaged in the business of supplying, calibrating and maintaining portable gas detection units. PHARR FIRE DEPT desires to engage GASES 101 to provide portable gas detection devices and certain services for PHARR FIRE DEPT as described on Schedule A (collectively the "Services").

2. Services. PHARR FIRE DEPT hereby engages GASES 101 to provide the Services according to the specifications set forth on Schedule A-1 (the "Specifications"). The parties may, from time to time, agree that additional services will be provided. Any additional services requested must be described in a Schedule signed by the parties and which recites by its terms that it is incorporated into this Agreement. Each Schedule will be numbered sequentially as Schedule A-1 (attached), Schedule A-2, etc. Unless expressly stated in a Schedule, the terms of a Schedule will not amend or supersede the terms of another Schedule. Reference to Schedule A in this Agreement means each Schedule which, together with this Agreement, forms a separate contract for services.

3. Proprietary Ownership. PHARR FIRE DEPT acknowledges and agrees that Deliverables under this Agreement may contain or be created through use of software and other materials used by or useful to GASES 101 in its business generally, including without limitation various training methods or tools (the "GASES 101 Materials"). PHARR FIRE DEPT acknowledges and agrees that all ownership rights in and to the GASES 101 Materials shall be the sole and exclusive proprietary property of GASES 101

4. GASES 101 Warranties. GASES 101 represents and warrants to PHARR FIRE DEPT that for a period of ninety days after the initial deployment of any portable gas detection devices, such devices shall be free of material defects in workmanship and will conform in all material respects to the functional descriptions contained in the Specifications.

5. PHARR FIRE DEPT Warranties. . PHARR FIRE DEPT agrees to defend, indemnify and hold harmless GASES 101, its affiliates and their respective present, former and future officers, managers, members, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "GASES 101 Indemnitees"), from and against any and all losses, costs, liabilities or expenses (including, without limitation, attorneys' fees) which any of the GASES 101 Indemnitees may suffer, incur or sustain resulting from or arising out of any misrepresentation, breach of warranty or nonfulfillment of any covenant or agreement outside the scope of this agreement.

6. Confidential Information. Each party agrees that it will not disclose to any person any Confidential Information of the other party, or use any Confidential Information of the other party, except as expressly provided for under this Agreement. For purposes of this

9. Miscellaneous.

(a) Arbitration. Any dispute or claim arising out of or in relation to this Agreement or the interpretation, making, performance, breach or termination thereof that cannot be amicably resolved by the parties, shall be finally settled by binding arbitration under the rules of the American Arbitration Association as presently in force ("Rules") and each party will appoint an arbitrator, and the two thus selected to designate a third in accordance with said Rules. The arbitration will be held as promptly as possible at Austin, Texas. Judgment on the award rendered may be entered in any court having jurisdiction thereof. Any monetary award shall be in U.S. dollars and the arbitration shall be conducted in the English language. The arbitrator(s) will not award any exemplary or punitive damages. The losing party shall be responsible for paying all costs of the arbitration, including but not limited to reasonable legal expenses of the winning party. The parties may apply to any court of competent jurisdiction for temporary or permanent injunctive relief, without breach of this Section 10(a) and without any abridgment of the powers of the arbitrator.

(b) Force Majeure. Neither party shall be liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments due hereunder) if such default or delay is caused, directly or indirectly by forces beyond such party's control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, interruptions of transportation or communications, supply shortages.

(c) Independent Contractor. The parties acknowledge that the relationship of GASES 101 to PHARR FIRE DEPT is that of an independent contractor, and that nothing contained in this Agreement shall be construed to place PHARR FIRE DEPT and GASES 101 in the relationship of principal and agent, master and servant, partners or joint venturers. GASES 101 shall not have, expressly or by implication, or represent itself as having, any authority to make contracts or enter into any agreements in the name of PHARR FIRE DEPT, or to obligate or bind PHARR FIRE DEPT in any manner whatsoever.

(d) Governing Law. The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

(e) Headings. The headings as to contents of particular articles and sections are inserted only for convenience and are in no way to be construed as part of this Agreement.

(f) Amendments. This Agreement shall not be modified or amended except by another agreement in writing executed by the parties hereto.

(g) Severability. All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.



Hazmat Specialties Unlimited, LLC

Scott Tippen
6698 Stacey Drive
Belton, Texas 76513
(254) 721-3815
stippen@aol.com

July 31, 2015

Pedro Bustamante
City of Pharr Fire Department

Quote for Equipment and Services Contract

This quote is to provide a formal estimate of cost for maintaining current gas detection equipment that includes the following:

- two (2) five gas monitors (O2, CO, LEL, H2S and 10.6 PID with internal pump)
- two (2) Area Rae monitors (O2, CO, LEL, H2S and 10.6 PID with internal pump)
- one (1) Area Rae monitor (O2, CO, LEL, CL2 and 10.6 PID)
- one (1) Mini Rae 3000 monitor with 10.6 PID
- one (1) Ludlum 2241 RK-2
- five (5) Rad-Eye radiation pagers

We will also provide the following equipment:

- two (2) 58L bottles of multi-gas mix for calibration
- one (1) 221L bottle of Isobutylene for calibration
- one (1) 34L bottle of Chlorine for calibration

There would be a scheduled visit every 90 days to perform calibration and maintenance.

Any cost outside this agreement will be the responsibility of the City of Pharr Fire Department.

Total for the proposal \$ 1,250.00 per month or \$15,000.00 per year.

Upon acceptance of this proposal, the signatures below will acknowledge a formal contract.

Thank you for the opportunity.

Scott A Tippen
Owner / Director

RTJ SAFETY

533 SEA RIM DRIVE
Arlington, TX 76018
rtjsafety@yahoo.com

Local: (817)946-3264

PHARR FIRE DEPT

PHARR, TEXAS

QUOTE

Date: 09/08/2015

Attention: PETE

PAGE 1 OF 2

Salesperson
DM

Terms
Net 30 Days

Delivery
0 Weeks

Shipping Point
Destination

QUOTE
T-0915

Item	Qty	Description	Price	Extended
A	2	5 GAS MONITORS STD CONF WITH PID		
	2	RAE AREA RAE MONITORS WITH STANDARD CONF-AND AND 10.6 PID		
	1	RAE AREA RAE GAMMA—CO,CL2,10.6PID WITH PUMP		
	1	RAE MINI RAE 3000 WITH 10.6 PID		
	1	LUDDLUM 2241 RK-2		
	5	RAD EYE RADIATION PAGERS:		
	2	GASCO 58L CYLINGERS OF MULTI GAS MIX PER YEAR		

RTJ SAFETY

533 SEA RIM DRIVE
Arlington, TX 76018

Local: (817)946-3264

PHARR FIRE DEPT

PHARR, TEXAS

QUOTE

Date: 09/08/2015

Attention: PETE

PAGE 2 OF 2

Salesperson
DM

Terms
Net 30 Days

Delivery
0 Weeks

Shipping Point
Destination

QUOTE
T-0915

Item	Qty	Description	Price	Extended
A	1	GASCO 221L OF ISOBUTYLENE -100-PPM PER YEAR		
	1	GASCO 34L OF CL2 PER YEAR		
B	1	CALIBRATION EVERY 90 DAYS BY CERTIFIED TECHNICIAN		
C	1	FIRE DEPT IS RESPONSIBLE FOR ALL LOST/STOLEN EQUIPMENT		
D	1	MONTHLY FEE OF \$1,181.00 PER MONTH OR ANNUAL PAYMENT OF \$14,172.00		
THANK YOU FOR ALLOWING OUR FIRM TO QUOTE ON YOUR MONITORING NEEDS. D MILLER SALES MGR.				