

**ODESSA CITY COUNCIL WORK SESSION**  
**May 5<sup>th</sup>, 2020**  
**10:00 A.M.**  
**CITY HALL**  
**5<sup>th</sup> FLOOR CONFERENCE ROOM**  
**411 WEST 8<sup>TH</sup> STREET**  
**ODESSA, TEXAS. 79760**

***Invocation***

- |   |                 |
|---|-----------------|
| 1. Consider a second amended Economic Dev. Agreement between ODC and West Texas Food Bank           | Wesley Burnett  |
| 2. Consider approving the purchase of the Real Time Intelligence Center for OPD (\$169,250)         | Mike Gerke      |
| 3. Consider approving the purchase of a FARO 3D Scanner Model 350S with Software for OPD (\$51,788) | Mike Gerke      |
| 4. Discuss opening of City Park Amenities   | Steve Patton    |
| 5. Discuss CARES Funding  | Merita Sandoval |
| 6. Discuss COVID-19 Antibody testing for First Responders   | Rodd Huber      |
| 7. COVID-19 Update  | Jason Cooper    |
| 8. Discuss future scheduling of Council Briefing, Work Session and City Council meetings            | Michael Marrero |

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/12/2020	Item Type:
Contact:	Wesley Burnett	Regular
Department:	Odessa Chamber Of Commerce	Resolution

Finance Committee Review? Yes

**CAPTION**

Consider a Second Amended Economic Development Agreement between the Odessa Development Corporation and Permian Basin Food Bank, Inc. d/b/a West Texas Food Bank. (Resolution)

**SUMMARY OF ITEM**

The Odessa Development Corporation met on Friday May 1, 2020 to review and approve the second amendment of an economic development agreement between the ODC and the West Texas Food Bank. The West Texas Food Bank is seeking additional funding to add on to their cold storage space to account for the larger amount of fresh fruits, vegetables, and protein products they will receive in the coming months to help feed families in need. The West Texas Food Bank has stated this addition will create even more jobs at the Food Bank. The Agreement was approved by the ODC at this same meeting.

Prior to this, the Compliance Committee thoroughly reviewed the West Texas Food Bank's paperwork and gave their approval for it to move on to be voted on by the ODC.

The Food Bank plans on maintaining at least 53 jobs over the course of this second amendment.

Based on the number of jobs and payroll over the life of this second amendment, Food Bank qualifies for a total grant of \$1,116,500.00 paid out in two increments, one upon execution of the second amendment and one upon completion of the expansion.

In the event that Food Bank has not complied with the jobs or payroll requirements for a particular year, City may require that Food Bank reimburse ODC for the difference between the required compliance and the actual compliance in the manner herein described.

**FISCAL IMPACT? No**

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 5r-108 WTFB Second Amended EDA.pdf  Second Amended EDA - WTFB (5.1.20).pdf	

STATE OF TEXAS §

COUNTY OF ECTOR §

**SECOND AMENDED ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN THE ODESSA DEVELOPMENT CORPORATION AND PERMIAN BASIN  
FOOD BANK d/b/a WEST TEXAS FOOD BANK  
(GRANT)**

This Second Amended Economic Development Agreement (“Second Amendment”) is entered into by and between the Odessa Development Corporation (“ODC”), a Texas non-profit corporation, whose address is 411 West 8th Street, P.O. Box 4398, Odessa, Texas, 79760, and Permian Basin Food Bank, Inc. d/b/a West Texas Food Bank (“Company”), a non-profit corporation, whose home office is located at 411 S. Pagewood Avenue, Odessa, Texas 79761, hereinafter collectively referred to as the “Parties.”

**ARTICLE I  
BACKGROUND**

1.1 On June 16, 2014, Company and ODC entered into an Economic Development Agreement. The term was for a period of five (5) years. Company was required to establish and maintain an annual total of 33 jobs, at an annual payroll of \$1,211,792.00 and create new investment on-site in the amount of \$8,000,000.00. The total grant was for \$735,000.00 to be paid one-fifth after each year of compliance.

1.2 On March 2, 2017, Company and ODC entered into an Amended Economic Development Agreement. For the remaining term of four (4) years, Company was required to establish and maintain an annual total of 22 full-time (FT) jobs and 7 full-time equivalent (FTE) jobs, at an annual payroll of \$1,211,792.00. The Company made the new investment on site in the total amount of \$8,000,000 as required in the original Economic Development Agreement. The total grant remained the same, and was for \$735,000.00 to be paid one-fifth after each year of compliance.

1.3 On May 27, 2016, pursuant to the 1<sup>st</sup> Amended Agreement, Company received an incentive payment in the amount of \$147,134.20 for the 2016 reporting period.

1.4 For the 2017, 2018 and 2019 reporting periods, Company was in compliance with the terms and conditions of the 1<sup>st</sup> Amended Agreement and received incentive payments in the amount of \$147,000.00 each of those years.

1.5 Company currently has 48 FTE employees and a payroll of approximately \$2,000,000.00.

1.6 Based on the expressed purpose, Company satisfies the requirements of Chapters 501 and 504 of the Local Government Code as a “project authorizing the expenditure of economic development sales tax.” It has expanded an enterprise to increase new primary jobs that are required or suitable for the development of a job site as an enterprise for the stated purpose. Such Company is now operating a warehouse distribution center in the Permian Basin, classified as #624210 of the North American Industry Classification System (NAICS), in Odessa, Ector County, Texas.

**ARTICLE II**  
**ECONOMIC DEVELOPMENT GRANT**

2.1 **Term:** This Second Amendment becomes effective on the last date of execution hereof (“Effective Date”) and continues for a term of five (5) years, unless sooner terminated by mutual agreement of the parties, or when terminated as hereinafter provided. The five-year term includes: (i) one (1) year remaining on the 1<sup>st</sup> Amended Agreement plus (ii) a term of four (4) years for the Expansion as defined in Section 2.3 below.

2.2 **Jobs:** Company agrees to retain forty-eight (48) FTE jobs with an annual payroll of at least \$1,211,792.00. During the first year of the Second Amendment, Company agrees to add an additional five (5) FTE jobs in Ector County, Texas, with an annual payroll of \$150,000.00 For the remaining 4 years of the Second Amendment, Company agrees to maintain fifty-three (53) FTE jobs with an annual payroll of at least \$1,361,792.00. For the purposes of this Second Amendment, Company may include FTE jobs of a wholly owned subsidiary of Company if those employees are employed to work full-time on the site described herein.

The following requirements apply:

- .1 Company shall exercise its commercially reasonable efforts to advertise for bids with notice to local contractors.
- .2 Company shall exercise its commercially reasonable efforts to employ Odessa residents and to advertise the availability of job openings, taking into consideration cost and the requirements for the job.
- .3 For purposes of determining new jobs created or existing jobs retained, individual owners of 20% or more ownership of the company shall not be counted. A full-time equivalent job (FTE) is defined as a job requiring a minimum of 1,820 hours of work per year, including allowance for vacation and sick leave. The FTE calculation may be used to calculate the number of jobs.
- .4 For purposes of determining new jobs created, a non-Odessa employee of Company or a wholly owned subsidiary of Company that transfers to the project site shall be counted as a new job.
- .5 Job retention is defined as a job which would have been eliminated without financial assistance. In addition, such payments must be for economic development and not simply as a subsidy to support a failing business.

2.3 **Expansion:** Company agrees to expand the cooler/freezer in their current facility located at 411 S. Pagewood Avenue, Odessa, Texas, 79761 (“Property”) within one year of the Effective Date. Company commits to expend at least \$1,116,150.00 for this expansion.

2.4 **Operation of Business:** Subject to the conditions precedent set forth herein, Company agrees to operate its enterprise on the Property as described in Section 1.3 at least until the end of the term designated herein.

2.5 **Law:** The parties are aware of statutory limitations on this grant and the use of funds under Chapter 501 and 504 of the Local Government Code, and acknowledge that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Second Amendment.

**ARTICLE III**  
**ECONOMIC INCENTIVES PAYMENT**

3.1 **Incentives:**

- .1 The final incentive payment for the 2020 reporting year under the 1<sup>st</sup> Amended Agreement will be paid in accordance with the terms and conditions of the 1<sup>st</sup> Amended Agreement.
- .2 ODC shall provide the following type of incentive, in the designated amount for the Expansion after Company shows compliance with the conditions set forth herein.

<u>Type of Incentive</u>	<u>Payment</u>
Grant	\$1,116,150.00

One-half of the total grant shall be paid to Company upon the Effective Date and the remaining payment shall be paid to Company upon completion of the Expansion.

3.1 **Payment Schedule:** Company acknowledges that ODC must complete its audit to substantiate Company's compliance prior to making a payment.

- .1 Company agrees that ODC will only be required to pay funds from moneys currently collected and budgeted by means of the economic development sales tax; and in the event that there are not sufficient funds for purposes of this Second Amendment, then the funding for this Second Amendment shall not be offset or charged against any other funds of ODC or the City of Odessa.
- .2 Payments to be made to Company shall require a written request for payment including a signed W-9 tax identification form for the current year and completion of the required reporting pursuant to 4.1 below, including providing all supporting documentation as required herein. The payment request and documentation should be directed to the Office of the City Attorney, Odessa Development Corporation, 411 W. 8th Street, P. O. Box 4398, Odessa, Texas 79760, or emailed to [legal@odessa-tx.gov](mailto:legal@odessa-tx.gov).
- .3 *A delay in filing the required documents within thirty (30) days could cause a delay in a timely audit and payment.*
- .4 ODC shall have thirty (30) days to make payment after receipt of verification of compliance under this Second Amendment.

3.2 **Recapture Provisions:** In the event that Company has not complied with the jobs or payroll requirements for a particular year, City may require that Company reimburse ODC for the difference between the required compliance and the actual compliance in the manner herein described. Once the partial recapture payment is made for a particular year, Company will be considered to have satisfied the requirements for jobs and payroll for that year and to have earned the incentive for that year.

- .1 The partial recapture for jobs and payroll shall be calculated as follows: 50% value shall be assigned to jobs and 50% value shall be assigned to payroll. One-fifth of the grant shall be assigned to each year the percentage of required jobs or payroll shall be determined. The percentage of jobs that the Company was short shall be multiplied by one-fifth of the grant, and by .5, to give the total amount of partial recapture for that year for jobs.
- .2 The same calculations shall also be used for the percentage of payroll that the Company was short. The total amount shall be paid by Company to ODC for that year. The payment of a partial recapture for one year or the acceptance of partial performance for that year shall not waive any other requirements of the contract except for the jobs and payroll deficiency for that year.

**ARTICLE IV**  
**GENERAL TERMS AND CONDITIONS**

- 4.1 **Reports and Monitoring:** Company agrees to the following reporting and monitoring provisions:
- .1 Company shall certify annually to ODC that Company is in compliance with each applicable term of this Second Amendment. Company shall also provide compliance documentation as provided herein, and any other reasonably necessary reports as requested.
  - .2 Company shall submit the following documentation to show compliance with the jobs requirement:
    - a. Listing of employees for the reporting period including the following information for each employee:
      - i. Employee name and address
      - ii. Employment status (active/inactive)
      - iii. Hire date
      - iv. Termination date, if applicable
      - v. Number of hours worked during the reporting period
      - vi. Wages for the reporting period
    - b. Texas Workforce Commission reports containing payroll data for the reporting period
    - c. IRS Forms 941 for the reporting period
  - .3 Company shall submit the following documentation to show compliance with the Expansion requirement: Invoices and cancelled checks indicating vendor payment, Ector County Appraisal District valuations, contracts, or similar forms of documentation showing at least the minimum amount of investment required by the Second Amendment.
  - .4 Company shall submit the following documentation to show compliance with the insurance requirement: Proof of property insurance to protect the property from all risks of direct loss or damage.
  - .5 Company agrees that an audit shall be conducted by ODC on an annual basis by an independent third party with professional accounting qualifications, selected by ODC, to verify the annual status report and compliance with the Second

Amendment. The auditors performing the audit shall have access to and the right to examine all records and accounts directly relating to this Second Amendment and such other Company records and accounts as may be reasonably necessary to conduct and complete the audit and may make an onsite visit to Company's accounting/human resource department to verify the information.

- .6 Company understands that any discrepancies or notable findings in the completed audits must be approved by the Compliance Committee prior to being reviewed by the ODC Board.
- .7 Company agrees and acknowledges that all requirements of this section shall also apply to any wholly owned subsidiary of Company if Company chooses to report any full-time equivalent jobs of that wholly owned subsidiary to meet the requirements of this Second Amendment. Company further agrees and acknowledges that additional documentation may be required to prove to ODC that any reported full-time equivalent jobs of a wholly owned subsidiary of Company comply with all the requirements of this Second Amendment, and that a failure of Company to provide such documentation or to comply with the other requirements of this section shall result in those full-time equivalent jobs not being counted toward the requirements of this Second Amendment.

4.2 **Insurance:** Company agrees regarding existing improvements or with any required expenditure on the Property, or starting with the commencement of construction, to comply with the following insurance requirements:

- .1 Company shall, at its sole expense, obtain and maintain property insurance to protect the Property from "All Risks" of direct physical loss or damage for the entire term of this Second Amendment. Company agrees that a Builder's Risk policy will be maintained during construction.
- .2 Certificates of the policy referred to shall be deposited by Company with the City Attorney of Odessa thirty (30) days prior to the renewal or anniversary date of the term of any such policy. Failure on the part of Company to obtain a new policy before the date fixed for the cancellation of an existing policy, so that the insurance referred to shall be continuously in effect, will constitute a default on the part of Company entitling ODC, at its option, to terminate Company's rights under this Second Amendment and to recapture any unearned incentives.
- .3 In the event the building is damaged by fire or other insured cause and Company chooses not to reconstruct the building and place it back in operation, ODC shall be entitled to receive funds equal to the amount to be recaptured by ODC under this Second Amendment and terminate this Second Amendment, in which event Company would not be entitled to receive any payments following such termination.
- .4 Company shall also maintain such additional insurance as may be required in its judgment and experience to adequately protect itself in connection with the activities to be performed pursuant to this Second Amendment.

4.3 **Covenants:** Company makes the following covenants to ODC and agrees that in the event of failure of Company to comply with such covenants, the breach of any one of which, if left uncured for more than thirty (30) days following Company's receipt of written notice from ODC concerning such breach, shall constitute an event of default and ODC may terminate this Second Amendment, at its sole discretion:

- .1 Company is a legal entity duly organized and existing in good standing and is duly authorized to do business in the State of Texas.
- .2 The execution of this Second Amendment has been duly authorized by its board of directors or an officer of Company empowered to execute such agreements and bind Company, and is not in contravention of any law, rule or regulations or of the provisions of Company's articles of incorporation or by-laws, or of any agreement or instrument to which Company is a party or by which it may be bound.
- .3 No material litigation or governmental proceeding is pending, or, to the knowledge of any of Company's officers, threatened against or affecting Company, that would prevent Company from performing this Second Amendment.
- .4 No certificate or statement delivered by Company to ODC in connection herewith, or in connection with any transaction contemplated hereby, contains any knowingly untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.
- .5 There are no bankruptcy proceedings or other such proceedings currently pending or contemplated by Company.

4.4 **Suspension:** ODC, under the following circumstances, at its sole discretion, may suspend its obligations under this Second Amendment or may terminate this Second Amendment:

- .1 The insolvency of Company. "Insolvent" is defined to mean Company either has generally ceased to pay its debts in the ordinary course of business, has admitted in writing its inability to pay its debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.
- .2 The appointment of a receiver of Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- .3 The adjudication of Company as a bankrupt.
- .4 The filing by Company of a petition to be adjudged a bankrupt, or a petition or answer seeking reorganization or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

4.5 **Termination:** This Second Amendment may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to fulfill an obligation as set forth herein if the default is not cured within 30 days after written notice from the other party. The termination of this Second Amendment shall extinguish all rights, duties, obligations and liabilities of ODC and Company under this Second Amendment, except all rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination.

- .1 Company shall pay all ad valorem taxes due and owing by it to the City of Odessa and all other taxing authorities having jurisdiction. In addition, Company will pay all employment, income, franchise and all other taxes due and owing by it to all local, State and federal entities.
- .2 Company agrees that, as to all of the programs and activities arising out of this Second Amendment, it shall comply fully with all applicable Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or by reason of being disabled.

## **ARTICLE V**

### **MISCELLANEOUS**

- 5.1 **Entire Agreement:** This Second Amendment embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties relating to matters in this Second Amendment; and, except as otherwise provided herein, this Second Amendment cannot be modified or amended without a written agreement of the parties.
- 5.2 **Legal Relationships:** No term or provision of this Second Amendment or act of Company in the performance of this Second Amendment shall be construed as making Company, or its employees, the agent, servant, employee or contractor of the City of Odessa (“City”) or ODC. The City’s approval of this Second Amendment is required by the ODC Articles of Incorporation and Bylaws. The City is a third party beneficiary and not a direct party to this Second Amendment.
- 5.3 **Indemnity:** *Company shall indemnify and hold harmless ODC and City, their respective officers, employees, and agents from any and all claims, liabilities, losses, damages and expenses arising out of or in any manner connected with this Second Amendment, but only to the extent resulting from or caused by the negligence, gross negligence, willful or intentional act or omission of Company, its officers, employees and agents, and including all expenses, attorney’s fees and court costs which may be reasonably incurred by City or ODC in litigation or in resisting any such claims or such causes of action.*
- 5.4 **Venue:** The obligations of the parties to this Second Amendment are performable in the City of Odessa which is located primarily in Ector County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Ector County, Texas.
- 5.5 **Legal Construction:** In case one or more of the provisions contained in this Second Amendment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Second Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. There shall not be a higher duty or responsibility for any party because they draft the agreement.
- 5.6 **Assignment:** This Second Amendment may only be assigned with the mutual consent of both parties. This Second Amendment may not be assigned to an entity that is exempt from ad valorem property taxes. In the event that the assignment by Company is to an entity that is exempt from ad valorem property taxes or not approved by ODC and City, the total grant amount shall be repaid by Company to ODC within 60 days.



- .3 If after receiving the public subsidy, Company, or a branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the amount of the public subsidy with interest, not later than the 120th day after the date ODC notifies Company of the violation. Interest shall begin to accrue on the day that Company is given notice of the violation at a rate of one percent (1%) per month. Interest stops accruing on the date Company mails or electronically transmits payment.
- .4 ODC may bring a civil action to recover any amounts owed to ODC under this Article and Chapter 2264, court costs and attorney fees.
- .5 Company is not liable for a violation of this Article and Chapter 2264 by a subsidiary, affiliate, or franchise of Company, or by a person with whom Company contracts.

*[Signature page to follow]*

DRAFT

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

“ODC”  
Odessa Development Corporation

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary and  
ODC Assistant Secretary

By: \_\_\_\_\_  
Tim Edgmon, Board President

“COMPANY”  
Permian Basin Food, Inc. d/b/a West Texas Food  
Bank

By: \_\_\_\_\_  
Libby Campbell, Executive Director

APPROVED AS TO FORM:

FOR APPROVAL ONLY: “CITY”  
City of Odessa

\_\_\_\_\_  
Robert Carroll, Senior Assistant City Attorney

By: \_\_\_\_\_  
Michael Marrero, City Manager

DRAFT

(ODC)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_\_ day of May, 2020, by Tim Edgmon, President of the Odessa Development Corporation.

\_\_\_\_\_  
Notary Public in and for the State of Texas

(COMPANY)

STATE OF TEXAS §  
COUNTY OF ECTOR §

This instrument was acknowledged before me on the \_\_\_\_\_ day of May, 2020, by Libby Campbell, Executive Director, on behalf of Permian Basin Food, Inc. d/b/a West Texas Food Bank.

\_\_\_\_\_  
Notary Public in and for the State of Texas

DRAFT

**RESOLUTION NO. 2020R-\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, APPROVING THE SECOND AMENDED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE ODESSA DEVELOPMENT CORPORATION AND PERMIAN BASIN FOOD BANK, INC. D/B/A WEST TEXAS FOOD BANK; AUTHORIZING THE CITY MANAGER TO SIGN ANY DOCUMENTS NECESSARY TO IMPLEMENT THIS RESOLUTION; AND DECLARING AN EFFECTIVE DATE.

**WHEREAS**, Permian Basin Food Bank, Inc. d/b/a West Texas Food Bank (“Company”) and ODC entered into an Economic Development Agreement on June 16, 2014; and

**WHEREAS**, Company and ODC entered into an Amended Economic Development Agreement on March 2, 2017; and

**WHEREAS**, based on the expressed purpose, Company satisfies the requirements of Chapters 501 and 504 of the Local Government Code as a “project authorizing the expenditure of economic development sales tax.” It has expanded an enterprise to increase new primary jobs that are required or suitable for the development of a job site as an enterprise for the stated purpose. Company is now operating a warehouse distribution center in the Permian Basin, classified as #624210 of the North; and

**WHEREAS**, Company has made a request for additional funds in the amount of \$1,116,500.00 for the purpose of expanding the cooler/freezer capacity of the warehouse distribution center; and

**WHEREAS**, the ODC has approved the Second Amended Economic Development Agreement at their May 1, 2020, meeting;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS:**

**Section 1.** That the statements of fact in the Preamble are found to be true and correct and are approved as findings.

**Section 2.** That the Second Amended Economic Development Agreement between the ODC and Permian Basin Food Bank, Inc. d/b/a West Texas Food Bank in the amount of \$1,116,500.00 is approved.

**Section 3.** That the City Manager or his designee is authorized to sign any documents necessary to implement this resolution.

**Section 4.** That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 5<sup>th</sup> day of May, A.D., 2020, by the following vote:

Michael Shelton, Sr.	_____
Dewey Bryant	_____
Detra White	_____
Tom Sprawls	_____
Mari Willis	_____
Peggy Dean	_____
David R. Turner	_____

Approved this the 5<sup>th</sup> of May, A.D., 2020.

\_\_\_\_\_  
David R. Turner, Mayor

ATTEST:

\_\_\_\_\_  
Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Natasha Brooks, City Attorney

**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/12/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? Yes

**CAPTION**

Consider approving the purchase of the Real Time Intelligence Center (RTIC) for the Police Department (\$169,250).

**SUMMARY OF ITEM**

Approval of this agenda item will authorize the purchase of the Real Time Intelligence Center for the Police Department. The purchase will position the Police Department for the ongoing growth of the City and immersing technology that effectively equips law enforcement to respond safely, quickly, and effectively to crimes that occur throughout our jurisdiction and even as a regional resource of West Texas.

The purchase will be made with the following accounts:

Police Support Operations Capital Outlay: 52115100-58200 - \$152,576.76

Federal Forfeiture Treasury: 2852-52192285-58250 - \$ 16,673.24

\$169,250.00

**FISCAL IMPACT? Yes**

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total			
		Project/Account:	\$0	\$169,250	(\$169,250)
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$0	\$169,250	(\$169,250)
Fiscal Note Attached:	<b>ACTION NEEDED TO AMEND THE BUDGET</b>				
		Appropriation Amount:	\$169,250	Transfer Amount:	

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 Real Time Intelligence Center - Proposal to Council.docx	

# Goal



To provide a state of the art, Real-Time Intelligence Center (RTIC) which will position the Odessa Police Department for the ongoing growth of the City and immerging technology that effectively equips law enforcement to respond safely, quickly, and effectively to crimes that occur throughout our jurisdiction and even as a regional resource for West Texas. The Odessa Police Department will take an immense leap forward in our ability to effectively deter and apprehend crime and take a proactive approach away from being a reactive agency that's frequently limited by low staffing and a per capita violent crime rate that mirrors large metropolitan areas. This center will provide the City of Odessa with a true foundation for an Intelligence driven model of police work. It was abundantly clear that on August 31<sup>st</sup>, 2019, as a Police Department, we could have better exploited technology to effectively respond, manage, and efficiently investigate a major incident with numerous law enforcement agencies.

Moreover, as we encounter on going critical incidents and disasters, the ability to have a central location for our city as a whole is absolutely imperative. Whether that be a pipeline or plant explosion, or major flooding, maintaining a central location that all city departments can come together at to provide a unified leadership and decision making group will ultimately allow for a safer and more productive local government for our citizens. Activu provides the foundation to integrate its technology to multiple users throughout not only the Police Department, but should the city desire, multiple locations in the city (i.e., Public Safety Communications, City Hall, etc.). What is displayed in the system is solely limited by the imagination of the users. The RTIC is specifically designed with growth in mind so that it's a focal point of modern policing in the Permian Basin for decades to come.

The secondary goal of the design and planned phases of development, is so that the RTIC can serve as an Emergency Command Center and maintains the needed room for rapid and emergent ability to stand up the necessary infrastructure to support multi agency responses to major incidents on a short notice.

Simply put, the ultimate goal for the implementation of a Real Time Intelligence Center is to improve the quality of life for the citizens of Odessa. We strive everyday so that those who live, work, and visit the City of Odessa, feel safe and recognize, that Odessa is *The Right Place in Texas* to call home.

# Scope

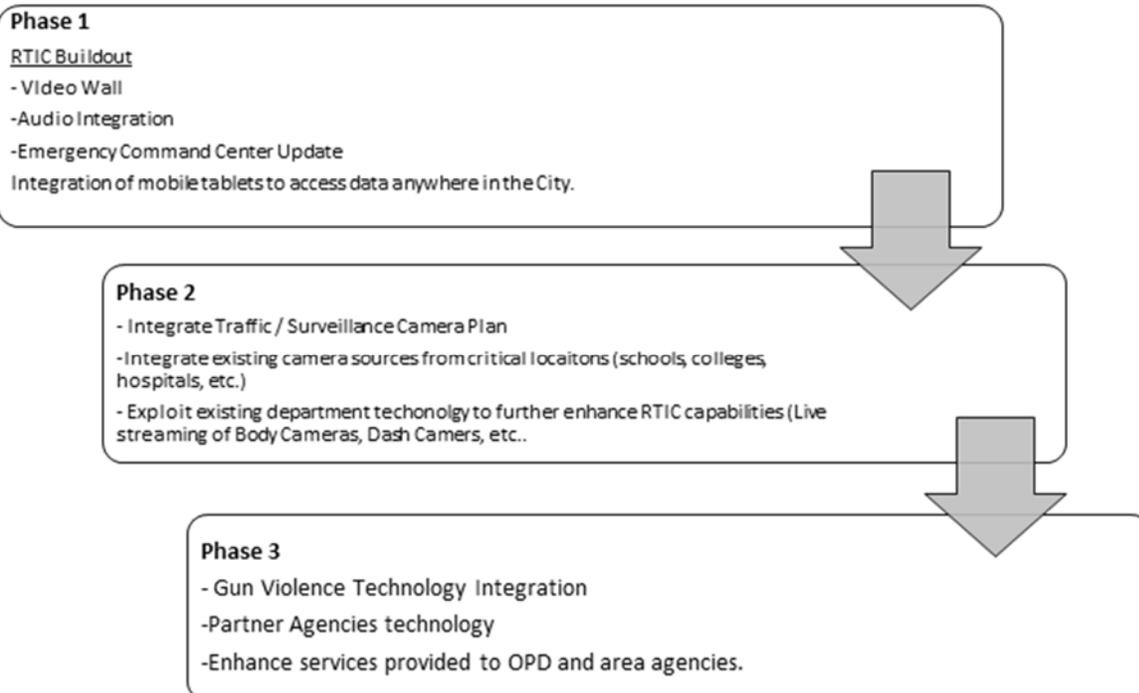
The initial phase of this program will provide the Odessa Police Department with an Intelligence Center and an Emergency Command Center. With efficiency in mind, these two stations will provide the Intelligence Division with a space to ingest information from the streets of Odessa and disseminate the information to those who need it. From the command standpoint, this program will provide real-time mission critical information so that decisions may be made effectively and efficiently. Furthermore, by preparing this space, our agency will be better fitted for a unified command structure for large scale incidents and events. This is an essential need so that those decision making individuals can have all sources of information available to them in one location and enables them to rapidly disseminate information to personnel.

The RTIC will be in use each and every day and the return on the investment will be seen on a regular basis. This will not be a project that funds are allocated for and it's only utilized on a handful of events throughout the year. The RTIC would be available to immediately assist and serve as a resource for city events such as; Firecracker Fandango on July 4<sup>th</sup>, on-going Downtown Odessa Events (which continue to grow in size each year), Major City and UTPB sporting events, and the Permian Basin Oil Show, the possibilities are endless



Real Time Crime Center - Memphis, TN

## Project Phases



The first phase of the project will accomplish the following:

- A functioning Real Time Crime Center with a video wall and all associated software within the Intelligence Center.
  - Organized center of all information dissemination;
  - Provides a foundation for future phases (live surveillance feeds, active monitoring of hot spots, etc.);
  - Audio integration for monitoring of real time priority calls for service.
- Active screens in the Command Center - Technology update and integration
  - Provides a “show-and-tell” for the command that can be altered, based on command need, within the Intelligence Center.
  - Additional space to accommodate large scale events and the associated staff and equipment.

## 4. Vendors and Bid Overview

All vendors in which quotes were obtained from were provided with the same criteria for bid. All vendors provided “turn-key” solutions which include design, install, and support.

The following Vendors provided quotes for the Real Time Intelligence Center project:

### Real Time Intelligence Center

1. Activu – Rockway, NJ\$173,269.47
2. Cinemassive – Atlanta, GA\$169,250.00
3. Tarpley Media – Lubbock, TX\$208,000.00
4. Taurus Tech Inc. – Flowermound, TX\$187,123.00

## Cinemassive

Primary Recommended Vendor

# CINEMASSIVE

Cinemassive is an Atlanta based company that has a proven track record for builds and partnerships with additional orations centers for Local, State, and Federal Public Safety Centers. Cinemassive demonstrated technology that fits the current need and accommodates the future growth of the center. Cinemassive is a “turn-key” provider that would complete all phases of the project (acquisition, build, program, and support). Cinemassive offers the best overall integration and functionality with user based technology. Users are able to access all Cinemassive features from an assigned Surface Pro Tablet anywhere. This enables a user to be on scene of an incident or away from the video wall, but still access the displayed information from anywhere.

The program is easily configurable for various situations and is easily saleable for future growth of the center and system.

Cinemassive Contact: Dustin Bilthouse

404-513-2985

[Dustin.Bilthouse@CineMassive.com](mailto:Dustin.Bilthouse@CineMassive.com)

Public Safety Account Executive

**Total Time to Competition** – 90 Days from notice to proceed to completed install.

**Bid:** Option B - \$169,281.20

### **Products/Services:**

- 4x2 (46” LCD Screen) Video Wall
- FX Core Processor for driving content to 4x2 (46” LCD video wall).
- 2 Video Monitors and Integration for Command Center (Chief’s Conference Room B).
- Engineer to accept up to 3 analyst stations (currently staffed with 2) via 4K Cinelink Extenders
- Engineered to accept up to 11 additional “owner furnished equipment” (OFE)
- Overhead Audio Integration (dispatch, body camera streaming, etc.)
- 23” touch panel for controls and online portal for control of all sources, configuration, etc.
- All software, support, and installation.
- Warranty for life of manufacturer warranty of equipment.
- 24/7 Customer Service and Support

Software is not licensed and there for there is no on-going cost or license fees and the product can be easily integrated to additional displays. See attached quote for more specific features and pricing.

RTCC | 4x2 46" Video Wall – Option B  
Room Overlay & Video Wall Location



**CITY OF ODESSA  
CITY COUNCIL AGENDA ITEM**

Meeting Date:	05/12/2020	Item Type:
Contact:	Chief Mike Gerke	
Department:	Police	Consent

Finance Committee Review? Yes

**CAPTION**

Consider approving the purchase of a FARO 3D Scanner Model 350S with Software for the Police Department (\$51,787.59).

**SUMMARY OF ITEM**

Approval of this agenda item will authorize the purchase of a FARO 3D Scanner for the Police Department. The PD currently utilizes a first generation FARO that only provides scans up to 150 meters. The new FARO 3D Scanner 350S is more efficient and provides scans up to 350 meters at higher resolution. The FARO is utilized by the Traffic Unit and Crime Scene Unit to capture 3D versions of scenes on fatalities, murders and other high value crime scenes.

The cost of the purchase will come from account 52130100-58250-83449 which is an approved supplemental account approved with the FY2018-19/2019-20 budget.

**FISCAL IMPACT? Yes**

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Supplemental	Total			
		Project/Account:	\$0	\$51,788	(\$51,788)
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$0	\$51,788	(\$51,788)

Fiscal Note Attached:	<b>ACTION NEEDED TO AMEND THE BUDGET</b>		
No	Appropriation Amount:	\$51,788	Transfer Amount:

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 FARO 3D Scanner.pdf  Balance 19 20 Suppl Memo Police.pdf	



FARO Technologies Inc  
 250 Technology Park  
 Lake Mary FL 32746-7115  
 Phone No: 407-333-9911  
 Fax No: 407-333-4181

Email: rico.holder@faro.com

**Remit to:**  
 FARO Technologies, Inc.  
 P.O. Box 116908  
 Atlanta, GA 30368-6908

**Quotation No:** 20335362  
**Quotation Date:** 03/03/2020  
**Expiration Date:** 03/03/2020  
**Regional Manager:** Paul Gregory  
**Account Manager:** Richard Britt  
**Sales Support:** Rico Holder  
**Ship:** Standard/Ground  
**Payment Terms:** Net due in 30 days  
**Delivery Terms:** EXW Origin  
**Delivery Date:** 2-6 Weeks  
 03/03/2020

**Bill To:**  
 City of Odessa  
 PO Box 4398  
 79760-4398 Odessa  
 USA

**Ship To:**  
 City of Odessa Police  
 Department  
 Randy Vest  
 205 N Grant Ave  
 79761-5174 Odessa  
 USA

**Contact Person:** Randy Vest

Pricing and Terms & Conditions of this quote are per GSA Schedule 84 Contract GS-07F-197GA. By accepting this quote, you acknowledge that you are eligible for and may purchase via the GSA Schedule/Contract above. For questions regarding GSA eligibility please refer to <https://www.gsa.gov/buying-selling/purchasing-programs/overview/eligibility-to-use-gsa-sources>.

[Redacted text]

[Redacted text]

Item No.	Description	Qty	Amount
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**PURCHASE AGREEMENT AND CONDITIONS OF SALE** Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Item No.	Description	Qty	Amount
LS-8-S-350	<p>3D_HW_LS_FocusS 350</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Laser Scanner FocusS 350 ships with: 1 FocusS 350, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the lead-time may take 6 weeks or more after receipt of written order.LLS071608730</p>	1	36,052.91
ACCSS8001	<p>3D_AC_LS_FocusS Battery Power Block</p> <p>Power Block battery for FARO Focus S and M</p>	1	436.90
ACCSS8032	<p>3D_AC_LS_Standard Carbon Fiber Tripod</p> <p>Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.</p>	1	775.78
Total Unit Price			49,265.59
Subtotal			37,265.59



Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Print: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\*Any order over \$150,000 will need a secondary signature to process your order.



Item No.	Description	Qty	Unit Price	Discount	Amount
CCR-SCN-V8-Y4	Complete Care-SCN Focus S/M-Y4 [Redacted] Complete Care service plan includes parts and labor for repair and annual cleaning and calibration. #Extends coverage through year 4 from point of sale.	1	15,700.00	6,471.00	9,229.00
SMA51001-1M-R	FARO Zone 3D Maint - Mth Rnw [Redacted] One month of software maintenance. This is only offered to customers that have software maintenance expiring on different months and wish to have all expirations on the same month. This part number is not to be used as a standalone warranty. [Redacted] [Redacted]	15	37.00	0.00	555.00
SMA51001-R	FARO Zone 3D Maintenance Renewal [Redacted] FARO Zone 3D annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. [Redacted] [Redacted]	1	429.00	0.00	429.00



Item No.	Description	Qty	Unit Price	Discount	Amount
SMA51001-1M-R	FARO Zone 3D Maint - Mth Rnw ██ One month of software maintenance. This is only offered to customers that have software maintenance expiring on different months and wish to have all expirations on the same month. This part number is not to be used as a standalone warranty. ██ ██	4	37.00	0.00	148.00
SMA51001-R	FARO Zone 3D Maintenance Renewal ██ FARO Zone 3D annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. ██ ██	1	429.00	0.00	429.00
SMA51001-1M-R	FARO Zone 3D Maint - Mth Rnw ██ One month of software maintenance. This is only offered to customers that have software maintenance expiring on different months and wish to have all expirations on the same month. This part number is not to be used as a standalone warranty. ██ ██	4	37.00	0.00	148.00

Item No.	Description	Qty	Unit Price	Discount	Amount
SMA51001-R	FARO Zone 3D Maintenance Renewal [REDACTED] FARO Zone 3D annual maintenance renewal includes product updates and upgrades (as available), including top tier technical support for one (1) year. Customer must be on the most current software release to purchase this plan. [REDACTED] [REDACTED]	1	429.00	0.00	429.00
SML0900-1M	SCENE Maint Recovery 1M [REDACTED] FARO SCENE. Fee allows the reactivation of maintenance contract on monthly basis. Mandatory maintenance contract renewal sold separately. Entitles to any version released since expiration. [REDACTED] [REDACTED]	18	110.00	0.00	1,980.00
SMA0900-1Y-R	3D_MA_SC_SCENE Maintenance_1Y_STAND_R [REDACTED] FARO SCENE. Extends maintenance contract of existing license by 1 year. [REDACTED] [REDACTED]	1	1,175.00	0.00	1,175.00

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**Additional Information**

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**COVID-19**

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

**QUOTE TERMS**

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. FARO Approved Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

**CALIBRATION CAPABILITIES**

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

**CALIBRATION STANDARDS**

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006\* as requested by the Customer.

\*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

**DECISION RULE**

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:2017 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

**CUSTOMS and EXPORT CONTROL**

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

**SCHEDULE 84: TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES  
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/ DISASTER RESPONSE**

**SPECIAL ITEM NUMBER**  
**426-99 - Introduction of New Services/Products related to Law Enforcement and Security Equipment**  
**426-4N - Criminal Investigative Equipment and Supplies**  
**84-500 - Order-Level Materials (OLMs)**  
**FSC/PSC Codes: 6350, 6630, 8405**

On-line access to contract ordering information, terms and conditions, up-to-date pricing,  
and the option to create an electronic delivery order are available through GSA  
Advantage!®, a menu-driven database system. The INTERNET address for GSA  
Advantage!® is: GSAAvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

**Faro Technologies, Inc**  
250 Technology Park  
Lake Mary, FL 32746  
T: 407-333-9911  
F: 407-333-4181  
Email: steven.barthel@faro.com  
www.faro.com

Contract Number: GS-07F-197GA  
Period Covered by Contract: September 29, 2017 - September 28, 2022  
Contract Administrator: Steven Barthel  
Business Size: Other than Small Business

**CUSTOMER INFORMATION**

1a. Table of Awarded Special Item Numbers with appropriate cross-reference to item descriptions and awarded prices:

Special Item Number (SIN)	Special Item Number Description	Awarded Price Page
426-4N/STLOC	Criminal Investigative Equipment and Supplies	Please refer to pricing on GSA Advantage
426-99/STLOC	Introduction of New Services/ Products related to Law Enforcement and Security Equipment	Please refer to pricing on GSA Advantage
84-500/STLOC	Order-Level Materials (OLMs)	Defined at Order Level

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract:

SIN	Part Number	GSA Price
426-4N/STLOC	SMA51000	59.84
426-99/STLOC	SP-01	8,478.59

- 1c. If the contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. Not applicable.
- Maximum Order: SINs 426-4N & 426-99: \$200,000 SIN 84-500: \$100,000
  - Minimum Order: \$500
  - Geographic Coverage: Domestic Delivery Only
  - Points of Production: U.S.A., Germany, Switzerland, Italy, Netherlands
  - Discounts from List Prices or Statement of Net Price: Prices shown herein are net prices.
  - Quantity Discounts: None
  - Prompt Payment Terms: Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
  - Government purchase cards are accepted at or below the micro-purchase threshold.
  - Government purchase cards are accepted above the micro-purchase threshold.
  - Foreign Items: Germany, Switzerland, Italy, Netherlands
  - Time of Delivery: 30 - 45 Days ARO
  - Expedited Delivery: Contact Contractor
  - Overnight and Two-Day Delivery: Contact Contractor
  - Urgent Requirements: Please note the urgent requirements clause of this contract and contact contractor.
  - F.O.B. Point: Origin - Prepaid by Seller
  - Ordering Address:  
FARO Technologies, Inc.  
250 Technology Park  
Lake Mary, FL 32746
  - Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
  - Payment Address:  
FARO Technologies, Inc.  
PO Box 116908  
Atlanta, GA 30368
  - Warranty Provision: The limited warranty covers defects in materials and workmanship in FARO-brand products or other products sold by FARO to the customer. Products sold by FARO include a one year limited warranty under this contract.
  - Export Packing Charges (if applicable): N/A
  - Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micro-purchase threshold): Government purchase cards are not accepted above the micro-purchase threshold.
  - Terms and Conditions of Rental, Maintenance, and Repair: N/A
  - Terms and Conditions of Installation: N/A
  - Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices: N/A
  - Terms and Conditions for Any Other Services: N/A
  - List of Service and Distribution Points: N/A
  - List of Participating Dealers: N/A
  - Preventative Maintenance: N/A
  - Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
  - If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location). The EIT standards can be found at: www.Section508.gov.
  - Data Universal Number System (DUNS) Number: 617308929
  - Notification Regarding Registration in System for Award Management (SAM) Database: FARO Technologies, Inc. is registered in the SAM Database.



**To:** Police  
**From:** Michael Marrero; City Manager  
**CC:** Phillip Urrutia & Cindy Muncy; Assistant City Managers  
**Date:** 11/6/2019  
**Subject:** Balance FY2018-19/2019-20 Approved Supplemental Awards

The table below shows your approved supplemental awards for the 2018-19 and/or 2019-20 fiscal year with Munis account numbers. If you are missing any supplemental amounts or have any other concerns or questions, please contact Zackary Beseril, Budget Manager at [zbeseril@odessa-tx.gov](mailto:zbeseril@odessa-tx.gov), or 335-3267.

Supplemental Request	Balance 09/30/2019 Recomm.	Ongoing FY 19/20 Recomm.	One-Time FY 19/20 Recomm.	Org	Obj	Proj
Replacement and Acquisition of new Public	\$ 2,431,215			52110100	58225	83448
Faro 3D Scanner Model 350S with Software	\$ 57,853			52130100	58250	83449
Robotronics - PC Patrol Car Package, Voice Modifier...	\$ 11,267			52110100	58200	83459
Community Relations Supplies - New Account	\$ 12,500			52115100	53000	83461
	<b>\$ 2,512,835</b>	<b>\$ -</b>	<b>\$ -</b>			