

ODESSA CITY COUNCIL WORK SESSION
August 4th, 2020
10:00 A.M.
CITY HALL
5th FLOOR COUNCIL CHAMBERS
411 WEST 8TH STREET
ODESSA, TEXAS. 79760

Invocation

- | | |
|---|-----------------|
| 1. Consider the award of contract with CivicPlus for website development and mass notification system | Devin Sanchez |
| 2. Consider the purchase of 1 Zoll Cardiac Monitor/Defibrillator with CARES CRF Funds (\$38,327) | Rodd Huber |
| 3. Consider the purchase of 9 automatic CRP Devices with CARES CRF Funds (\$170,777) | Rodd Huber |
| 4. Consider the purchase of uniforms for OFR Personnel with the CARES CRF Funds (\$43,902) | John Alvarez |
| 5. Consider the purchase of Glidescope Pro's With CARES CRF Funds (\$61,948) | John Alvarez |
| 6. Consider an interlocal agreement with Ector County for division of 2020 JAG funds | Mike Gerke |
| 7. Consider resolution authorizing OPD to apply for and appropriate JAG funds | Mike Gerke |
| 8. Consider a resolution for approval on authorization to use electronic signature on TxDOT grants | Mike Gerke |
| 9. Consider the approval of 2020-21 Emergency Communication Districts Budget | Mike Gerke |
| 10. Consider bid award to Neal Pool for Impound Services | Merita Sandoval |
| 11. Consider approval of the City's 2020 Action Plan and the 2020-24 Consolidated Plan | Merita Sandoval |
| 12. Consider approval of the City's Amendment to the 2019 Action Plan | Merita Sandoval |
| 13. Consider the Elections Administrator contract for the General Municipal Election, 11/3/2020 | Norma Grimaldo |

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Devin Sanchez	Consent
Department:	City Manager's Office/Communication	

Finance Committee Review? Yes

CAPTION

Consider the award of contract with CivicPlus for website development and mass notification system.

SUMMARY OF ITEM

Approval of this agenda item will award a contract to CivicPlus as the City's new website vendor, replacing Granicus. CivicPlus has the ability to bundle all website development, interfaces, portals and software systems. CivicPlus also offers a mass notification system that will replace the City's expiring contract with Everbridge. This budgeted purchase will be made through the GSA Schedule Contract, which meets procurement rules and will be a 5 year contract.

FISCAL IMPACT? Yes

Fiscal Year:	2020-21	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Various Dept.'s	Total Project/Account:	\$345,954	\$345,954	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$345,954	\$345,954	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount: Transfer Amount:

Appropriation By:
Comments:

Supporting Documents: Other Departments, Boards, Commissions or Agencies:

 Engage AE Space Ready.pdf	TX - Odessa - MSA	
--	-------------------	--



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:
Odessa TX

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and Odessa TX; (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by or licensed to CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or Amendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Please sign and email to Jacob Bertram at bertram@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-09230-1

Date:

5/15/2020 1:53 PM

Expires On:

8/13/2020

Product:

CivicEngage

Ship To

Devin Sanchez
 ODESSA , TEXAS

Bill To

ODESSA , TEXAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacob Bertram	x	bertram@civicplus.com		Net 30

Exhibit A.1 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
8.00	CivicEngage System Training (4h, virtual)	System Training - Virtual, Half Day Block	One-time
5.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
750.00	Content Development - 1 Page	Content Development - 1 Page	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	Ultimate Implementation	Ultimate Implementation	One-time
3.00	CivicEngage Virtual Content Consulting	CivicEngage Virtual Content Consulting	One-time
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time
1.00	Civil Space Lite Subscription	Lite includes a single custom brand, up to three (3) active projects and unlimited engagements.	Renewable
1.00	Civil Space Lite Implementation	Lite implementation includes client site setup and URL with 1 unique visual brand and logo. Up to 2 three-hour virtual training's and at six weeks post-training, a progress check-in.	One-time
1.00	CP Media Annual - Base	CP Media - 25 GB Storage Annual Fee	Renewable
1.00	CP Media Implementation	CP Media Implementation	One-time
1.00	AudioEye Managed	AudioEye Managed	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
3.00	Premium Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
3.00	Premium Department Header Annual Fee	Premium Department Header Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
3.00	Premium Department Header Implementation	Premium Department Header Implementation	One-time
1.00	Main Site GCMS	GCMS Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee	Hosting & Security Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	4yr Redesign Ultimate Annual	4yr Redesign Ultimate Annual	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Ultimate Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors, Design Styles; follows main site layout.	
1.00	Ultimate Department Header Annual Fee	Ultimate Department Header Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Ultimate Department Header Implementation	Ultimate Department Header Implementation	One-time

Billing and Term

1. Performance and payment under this Statement of Work (SOW) shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached as Exhibit A.1.
2. This SOW shall remain in effect from signing through November 14, 2024. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Client shall be invoiced over a period of 4 years as follows:
 1. Year 1 on December 1, 2020 - \$48,258.66.
 2. Year 2 on November 15, 2021 - \$48,258.66.
 3. Year 3 on November 15, 2022 - \$48,258.66.
 4. Year 4 on November 15, 2023 - \$48,258.66.
4. Renewal Term Annual Services of \$29,016.85 shall be invoiced on November 15 of relevant calendar years, beginning November 15, 2024. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning with the second Renewal Term.
5. If a Recurring Redesign line item is included with Client's quote in this SOW, so long as there is continuous service under this SOW for the period of time described in such Recurring Redesign line item ("Redesign Period"), as measured from the date of signing of this SOW, Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time, so long as Client has fulfilled continuous service under this SOW at the pricing described herein for the full duration of the Redesign Period. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after another Redesign Period of continuous service as measured from the prior redesign. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

Terms of Service:

8. The Services provided hereunder are expressly subject to the terms of the MSA as CivicPlus Property.

9. Client represents, covenants and warrants that Client will use the Civil Space digital engagement toolset (the “Services”) only in compliance with the terms of service published by Civil Space at <https://civilspace.io/terms.html>, and all applicable laws and regulations. Although Civil Space has no obligation to monitor Client’s use of the Services, it may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.
10. Client understands that the Services are provided under the following privacy policy <https://civilspace.io/privacy.html>, all data protection shall be in compliance with the statements listed at <https://resources.civilspace.io/article/135-data-protection>; and the physical security of the Services shall be in compliance with the statements listed at <https://resources.civilspace.io/article/141-physical-security-q-a>.
11. Unless otherwise stated in this SOW, the Services are provided “as-is” and all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose are disclaimed.

Support

12. Client understands the support for the Services are provided by the third-party vendor Civil Space and CivicPlus will route support inquiries regarding the Services specifically to Civil Space. The Services shall be available and performed in a manner consistent with applicable industry standards, including maintaining the Services availability within 99.9% uptime in any given month, excluding outages caused by the failure of a third-party service provider. All Client’s requests for support will be responded during the hours of 9:00AM to 7:00PM CT, Monday through Friday, excluding holidays.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



STATEMENT OF WORK

No. 1

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement") between CivicPlus, LLC ("CivicPlus") and Odessa, TX ("Client"). Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of this SOW shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

Client

CivicPlus

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Date: _____

Date: _____

1. TERM

The duration of this AudioEye Platform Subscription and SOW is co-termed with Exhibit A.1.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order	12 Month Term
Product	Subscription Cost
AudioEye Managed	\$11,300 per domain
Total Subscription Cost*	\$11,300 per domain*

*Recurring subscription pricing is subject to an annual 5% increase beginning with the second renewal term.

This Scope of Work is valid through (or up to) 60 days from June 19, 2020.

The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.

CivicPlus and Client agree that the fees described herein are included with the fees described in Exhibit A.1, and not in addition to them.

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

Authorized Domain(s) Owned and Controlled by Client

<https://www.odessa-tx.gov/>

3. CONTACT INFORMATION

Technical Contact Information

Reseller will identify a project lead to function as a single point of contact for the project.

Name: _____

Email: _____

Phone: _____

Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

Billing Email: _____

Contact Name: _____ Billing Address 1: _____
(if different from Corporate Address provided with MSA)

Contact Email: _____ Billing Address 1: _____
(if different from billing email address provided above)

City: _____ State/Zip: _____

Payment Method: _____

All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).

APPENDIX A

SCOPE OF WORK

CivicPlus Services shall consist of the following Deliverables:

All Delivery Timelines are approximations and may vary.

AudioEye Managed

Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an Order.

The AudioEye Managed is inclusive of the Products and Services (“Deliverables”) detailed in the table, below.

Deliverables:

Requirements	AudioEye Product / Service
<p>Step 1: Activation In coordination with AudioEye, Reseller to enable the AudioEye JavaScript within each authorized domain</p>	
<p>Accessibility Resource / Information</p>	<p>Certification Statement (Available from within the AudioEye Toolbar)</p> <ul style="list-style-type: none"> • Describes Customer’s commitment to Digital Inclusion and the steps taken/being taken to ensure equal access <p>Accessibility Help Desk (Available from within the AudioEye Toolbar)</p> <ul style="list-style-type: none"> • Help Desk utility for end-users to report accessibility issues and grievances should they be encountered • Reported issues set remediation prioritization <p>Accessibility Statement (Recommended)</p> <ul style="list-style-type: none"> • Typically deployed within main navigation or footer and implemented by Reseller or Customer • AudioEye to provide standard messaging/copy delivered via un-stylized html for easy integration into Customer environment
<p>Remediation</p>	<p>Accelerator</p> <ul style="list-style-type: none"> • Dynamic Remediation Technology BEGINS to incrementally improve conformance and usability • <i>Auto-Remediation</i> of common accessibility issues
<p>Training</p>	<p>Access to Quarterly Accessibility Training Seminars is Activated</p> <ul style="list-style-type: none"> • Includes unlimited seats for Reseller & Customer stakeholders

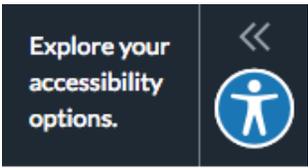
	<ul style="list-style-type: none"> • 1-hour Sessions covering the following topics: <ul style="list-style-type: none"> ○ Intro to Accessibility ○ Accessibility Essentials ○ Document / Video Accessibility ○ Quarterly Accessibility Guidelines Update
--	---

Step 2: Testing & Discovery

Issue Identification	<p>Always-On Monitoring Service</p> <ul style="list-style-type: none"> • Analytics derived from site usage statistics • Evaluations conducted against relative and pertinent web pages as indicated by analytics
Manual Accessibility Testing	<p>Manual Accessibility Testing</p> <ul style="list-style-type: none"> • Technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers. Auto-Remediation of common accessibility issues

Clarification: Step 2 and Step 3 are interrelated. Throughout the Testing & Discovery process, AudioEye engineers begin to deploy fixes to expedite the removal of critical access barriers and, consequently, improve conformance standing. Likewise, throughout the Remediation & Validation process, AudioEye testers continue to conduct automated and manual tests. For the purpose of updating the Certification Statement, which publicizes the progression from one Step in the process to another, AudioEye promotes the Customer site to Step 3, once the initial manual audit has been completed.

Step 3: Remediation & Validation

Fixing Identified Issues and Validating Usability	<p>Manual Remediation of Accessibility Issues</p> <ul style="list-style-type: none"> • Automated and Manual test results provide feedback for AudioEye Engineers to develop remediation to fix issues of accessibility and increase conformance with WCAG 2.1 AA Success Criteria • Remediation applied dynamically via the Dynamic Remediation Technology (or as per remediation instructions for Reseller developers, designers, and implementers) • As issues are addressed, considerable retesting is conducted to validate usability of remediation content & functionality
<p>Ensuring an Optimal User Experience</p> 	<p>Free Assistive Tools via the AudioEye Toolbar</p> <ul style="list-style-type: none"> • Web Personalization Tools allow end-users to customize their user experience to meet their individual needs • Includes: <ul style="list-style-type: none"> ○ Accessible Site Menu ○ Page Elements Menu ○ Help Desk (web form) ○ Reader ○ Player ○ Voice (if applicable and included within pricing table, above)

Step 4: AudioEye Trusted Certification

<p>Continual Issue Tracking</p>	<p>Compliance Monitoring</p> <ul style="list-style-type: none"> Regular ongoing automated conformance evaluation scanning and continuous WCAG 2.1 AA testing conducted against dynamically generated site performance analysis <p>Regular Scheduled Manual Testing</p> <ul style="list-style-type: none"> AT Testing to validate conformance and usability is maintained
<p>Sustainable Remediation Plan</p> 	<p>Hot Fixing and Scheduled Maintenance</p> <ul style="list-style-type: none"> High prevalence of new issues trigger hot fixes to be remediated as needed Lower priority issues accumulate to be addressed through scheduled remediation maintenance intervals. <p>Ongoing Support & Training for Reseller</p> <ul style="list-style-type: none"> Inclusive design advice, best practices, & ad hoc design review Support Desk access to engineers for assistance with remediation implementation & the validation of applied fixes Online Knowledge Base related to industry-relative compliance policy including ADA Title II/Title III, Section 504, Section 508, CVAA, or other similar national & international accessibility/disability related legislation & regulations <p>AudioEye Trusted Certification</p> <ul style="list-style-type: none"> AudioEye certifies that Customer site has met all prerequisites and continues to fulfill the ongoing requirements of the AudioEye Trusted Process and, if applicable, the deployment of the AudioEye Toolbar, with the goal of maximizing and continually improving conformance with the informative guidance provided through the WCAG 2.1 Level AA Success Criteria. Certification presented in AudioEye Toolbar and/or Customer Accessibility Statement. Includes AudioEye Trusted Badge.

International Language Support:

27 Languages supported for display within the AudioEye Toolbar. Valid language attribute must be present in source. Supported languages, include:

-
- Arabic (ar-sa)
 - Catalan (ca)
 - Chinese (Simplified, PRC zh-cn)
 - Chinese (Traditional, Hong Kong zh-hk)
 - Chinese (Traditional, Taiwan zh-tw)
 - Czech (cs-cz)
 - Danish (da-dk)
 - Dutch (nl-nl)
 - English (United States en)
 - English (United Kingdom en-gb)
 - Finnish (fi-fi)
 - French (France fr-fr)
 - French (Canada fr-ca)
 - German (de-de)
 - Greek (el-gr)
 - Hungarian (hu-hu)
 - Italian (it-it)
 - Japanese (ja-jp)
 - Korean (ko-kr)
 - Norwegian (no-no)
 - Polish (pl-pl)
 - Portuguese (Portugal pt-pt)
 - Portuguese (Brazil pt-br)
 - Russian (ru-ru)
 - Spanish (Spain es)
 - Spanish (Mexico es-mx)
 - Swedish (sv-se)
-

ASSUMPTIONS

To streamline communication during the project, Client will be assigned a project manager who will be responsible for the quality and timeliness of all deliverables. The project manager will oversee each Client project, will track the progress of each project, and will be available to escalate concerns.

CivicPlus will work with Client to help Client to fully understand and leverage the capabilities of the Service.

Upon Activation, AudioEye to begin tracking usage analytics. AudioEye to conduct, at least, monthly ongoing and continuous monitoring based on the usage analytics tracked by AudioEye. This always-on monitoring ensures that the pages being accessed by end-users – the pertinent pages relative to the end-user’s experience - are being regularly prioritized and evaluated for accessibility conformance.

Website/Platform updates or structural changes that impact existing CSS ID/Class Selector Attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included under ‘Ongoing Maintenance, Monitoring, and Testing’.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.1 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform (“DAP”), AudioEye’s proprietary system for facilitating the AudioEye Managed solution.

CivicPlus engineers do not make any changes to the Client web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the Digital Accessibility Platform require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, CivicPlus to obtain written permission from Client to provision the AudioEye JavaScript in order to apply fixes.

CivicPlus nor its licensors shall not be held liable for delays impacting delivery timelines pertaining to Client supplying CivicPlus with written approvals.

For any compliance standard that cannot be attained through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, CivicPlus collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors and allows AudioEye to assign a full or partial conformance certification based on the standards tested. CivicPlus to provide the necessary tools and/or instruction, allowing Client to implement fixes within the product source ("Source Remediation"). As timelines for implementing Source Remediation is not controlled by CivicPlus, Client acknowledges and authorizes timeline changes resulting from deliverables controlled by the Client and outside the immediate control of CivicPlus.

For each project, the start date of Activation is determined by CivicPlus.

The completion of Step 3 is indicated by the elimination of Errors as defined through the Fix view within the Digital Accessibility Platform; elimination of Risks, Unverified, and Needs Review items may require additional time and, if necessary, all remaining items are to be addressed after Step 3.

CivicPlus shall issue a certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG 2.1 Level AA Success Criteria and, if applicable, Section 508 Standards for Information and Communication Technology. If applicable, Certification Statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand Source Feedback Reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

- i. Requirements fulfilled in order to achieve Trusted Certification:
 - a. Errors identified and tracked within DAP are reduced to zero; any Errors outstanding are reported to Reseller
 - b. Manual audit has been conducted, corresponding issues have been remediated, and said issues have been validated as fixed
 - c. The vast majority of Risks (if not all) have also been addressed; outstanding Risks that are not verified or not able to be remediated are reported to CivicPlus
- ii. Requirements for maintaining Trusted Certification:
 - a. Active AudioEye SOW
 - b. Continuous testing from always-on monitoring service
 - c. Ad hoc hot fixing (if applicable): In the event that a large number of new Errors are identified, CivicPlus will prioritize issues for Hot Fix deployments. Lower volume issue fluctuation is to be expected. In these cases, remediation scripts are updated every 6 months, also coinciding with a twice-per-year manual audit.
 - d. Bi-annual manual audit and maintenance remediation deployment
 - e. Regular attendance to Quarterly Training presentations
 - f. Ongoing collaboration with CivicPlus to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital

inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Common Exclusions Resulting in Conformance Clarifications as documented through Source Feedback Reports include: Flash Objects, Highly Visual/Dynamic Display Widgets/Modules, High Volume Dynamically Generated Content, Maps, Inaccessible PDFs, Videos without Captioning and/or Audio Descriptions, and 3rd Party Content.

CLIENT RESPONSIBILITIES

For each domain being provisioned with AudioEye (“Active Enablement”), Client to assign designated Project Owner in charge of processing Source Remediation Requests as they are provided from CivicPlus. Client will make all reasonable efforts to address conformance exclusions indicated within the Source Remediation Report. As Client resources may be limited, Client to prioritize Active Enablement and notify CivicPlus if/when Active Enablement should commence or, if deemed necessary by Client, pause to allow Client resources to address said requests.

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to educate CivicPlus on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Additionally, Client will provide comprehensive feedback on interim deliverables regarding the feasibility or difficulty to implement accessibility features of the AudioEye Platform so as to minimize unnecessary work and streamline production efforts.

Client will make all reasonable efforts to continually integrate digital accessibility best practices into applicable Content Management Systems and/or applicable Client template environments. Client must maintain sincere commitment to digital inclusion by taking the necessary steps to incorporate accessibility design thinking, universal design principles, and other techniques and strategies as suggested by CivicPlus.

Client to provide advanced notification to CivicPlus prior to implementing AudioEye JavaScript within their web environments, including but not limited to Client’s Production, Staging, UAT, Development, and/or Sandbox environment(s).

Client will provide CivicPlus with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, during their SaaS Subscription, Client may request a Sustainable Accessibility & Remediation Plan (aka Auditor Notification Letter) to inform Plaintiff of the proactive steps already taken and being taken by Client to ensure Digital Inclusion. After having reviewed the bona fides supplied through the Auditor Notification Letter, should Plaintiff continue to pursue their legal efforts, Client may request Consulting or Legal Support Services, which may be separate from and in addition to the Services included in this Scope of Work.

In fulfillment of the Sustainable Accessibility & Remediation Plan, CivicPlus and client will make all reasonable efforts to send project and accessibility stakeholders to attend Quarterly Training presentations presented by AudioEye.

CHANGE CONTROL PROCEDURES

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. CivicPlus will continue performing the services in accordance with this SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without prior written authorization from CivicPlus and Client.

**CivicPlus**

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:

Q-09225-1

Date:

5/15/2020 11:52 AM

Expires On:

8/13/2020

Product:

CivicReady

Ship To

Devin Sanchez
 Odessa TX - CivicReady

Bill To

Odessa TX - CivicReady

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Mario Morales	x	morales@civicplus.com		Net 30

Exhibit A.2 - Statement of Work

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicReady Automated Weather Alerts Annual Fee	CivicReady Automated Weather Alerts Annual Fee	Renewable
1.00	CivicReady Geofencing Annual Fee	CivicReady Geofencing Annual Fee	Renewable
1.00	CivicReady Interactive Polling (IVR) Annual Fee	CivicReady Interactive Polling (IVR) Annual Fee	Renewable
1.00	CivicReady Verified Residential Database Annual Fee	CivicReady Verified Residential Database Annual Fee	Renewable
1.00	CivicReady Custom Text-to-Join Long Code Phone Number	CivicReady Custom Text-to-Join Long Code Phone Number	Renewable
1.00	Conference Bridge	CivicReady Conference Bridge	Renewable
1.00	CivicReady IPAWS Add-On Annual Fee	CivicReady IPAWS Add-On Annual Fee	Renewable
1.00	CivicReady Mass Notification Annual Fee	CivicReady Mass Notification Annual Fee	Renewable
1.00	Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicReady Ultimate Implementation	Ultimate Implementation including Unlimited Group Config, Customized Templates, Group Training, and Client Provided Records Upload. Residential Database Yearly Refresh, 4 Hrs Network Admin Training, 4 Hrs Group Admin Training, Custom Portal Page and Embed	One-time
1.00	CivicReady Virtual Group Admin Training	CivicReady Virtual Group Admin Training	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicReady Custom Text-to-Join Long Code Phone Number	CivicReady Custom Text-to-Join Long Code Phone Number	Renewable	USD 0.00

Total Days of Quote:365

Total Investment – Year 1	USD 29,315.75
Annual Services	USD 26,815.75

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the “Service”) for the term of this SOW In consideration of the payments described herein. Client shall be responsible for all activity occurring under Client’s account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

Term & Payment

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for an Initial Term beginning at signing and ending November 14, 2024. In the event that neither party gives 60 days’ notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. Client shall be invoiced over a period of 4 years as follows:
 - a) Year 1 on December 1, 2020 - \$14,855.50
 - b) Year 2 on November 15, 2021 - \$27,440.75
 - c) Year 3 on November 15, 2022 - \$27,440.75
 - d) Year 4 on November 15, 2023 - \$27,440.75
4. Renewal Term Annual Services of \$26,815.75 shall be invoiced on November 15 of relevant calendar years, beginning November 15, 2024. Annual services are subject to a 3% annual increase beginning with the second Renewal Term.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

CivicReady Functionality

6. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Odessa TX - CivicReady. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

7. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
8. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

9. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure.

Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.

10. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

11. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

12. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

13. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
14. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties

15. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

16. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Summary of Charges

Client and CivicPlus each agree that the pricing contained herein is for informational purposes only and shall not control over the pricing and invoicing schedules contained in in Exhibits A.1 and A.2, and that all invoicing shall be performed in accordance with Exhibit A.1 and Exhibit A.2

Year 1 - \$63,114.16

Year 2 - \$75,669.41

Year 3 - \$75,669.41

Year 4 - \$75,669.41

Year 5 (if renewed) - \$55,832.60

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type: Consent
Contact:	Rodd Huber	
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase of 1 Zoll Cardiac Monitor/Defibrillator with CARES CRF funds.

SUMMARY OF ITEM

Approval of this item will allow Odessa Fire Rescue to purchase 1 Zoll Cardiac Monitor/Defibrillator with CARES CRF funds. Account # 84010840-58200-00600. Zoll offers monitoring solutions to aid in the diagnosis and management of cardiac patients. The Zoll Cardiac Monitor continuously monitors a patient's heart rhythm, automatically detecting and recording clinical arrhythmias, as well as patient-initiated recordings.

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	CARES CRF	Total Project/Account:	\$38,327	\$38,327	\$0
		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$38,327	\$38,327	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

Appropriation Amount:		Transfer Amount:	
-----------------------	--	------------------	--

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 Odessa Fire & Rescue350437Version 1 .pdf	



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Odessa Fire & Rescue
1100 W 2nd Street
Odessa, TX 79760

Attn: **Rodd Huber**

email: rhuber@odessa-tx.gov

Tel: 432-257-0535

QUOTATION 350437 V:1

DATE: July 24, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p>X Series ® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology:</p>	1	\$41,015.00	\$33,632.30	\$33,632.30 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Lavern Smith
Territory Manager
505-417-7965

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Odessa Fire & Rescue
1100 W 2nd Street
Odessa, TX 79760

Attn: **Rodd Huber**

email: rhuber@odessa-tx.gov

Tel: 432-257-0535

QUOTATION 350437 V:1

DATE: July 24, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry SP02& SpCO <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: Order Temperature probes separately				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	1	\$245.00	\$245.00	\$245.00 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	1	\$845.00	\$340.28	\$340.28 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Lavern Smith
Territory Manager
505-417-7965

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Odessa Fire & Rescue
1100 W 2nd Street
Odessa, TX 79760

Attn: **Rodd Huber**

email: rhuber@odessa-tx.gov

Tel: 432-257-0535

QUOTATION 350437 V:1

DATE: July 24, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor, Pedi	1	\$845.00	\$364.87	\$364.87	*
5	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	1	\$52.45	\$40.96	\$40.96	*
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	1	\$157.50	\$133.88	\$133.88	*
7	8000-0580-01	Six hour rechargeable Smart battery	2	\$519.75	\$420.75	\$841.50	*
8	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	1	\$992.25	\$708.75	\$708.75	*
9	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	1	\$275.00	\$233.75	\$233.75	*
10	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	1	\$355.00	\$301.75	\$301.75	*
11	8000-0670	YSI reusable adult Skin Temperature probe	1	\$125.00	\$56.25	\$56.25	*

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Lavern Smith
Territory Manager
505-417-7965

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Odessa Fire & Rescue
1100 W 2nd Street
Odessa, TX 79760

Attn: **Rodd Huber**

email: rhuber@odessa-tx.gov

Tel: 432-257-0535

QUOTATION 350437 V:1

DATE: July 24, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
12	8000-0671	YSI reusable pediatric Skin Temperature probe	1	\$125.00	\$56.25	\$56.25	*
13	8000-0668	YSI reusable adult Esophageal Rectal Temperature probe	1	\$125.00	\$41.25	\$41.25	*
14	8000-0669	YSI reusable pediatric Esophageal Rectal probe	1	\$125.00	\$56.25	\$56.25	*
15	8900-0400	CPR stat*padz HVP Multi-Function CPR Electrodes - 8 pair/case	1	\$588.00	\$420.00	\$420.00	*
16	8000-000910-01	X Series 80mm Thermal Paper, pink with Grid (pack of 6 rolls)	1	\$25.20	\$19.68	\$19.68	*
17	8300-000676	OneStep Cable, X Series	1	\$446.25	\$348.52	\$348.52	*
18	8009-0020	CPR-D Padz and CPR Stat Padz Connector for R Series	1	\$393.75	\$393.75	\$393.75	*
19	8900-000219-01	OneStep Pediatric CPR Electrode (1 pair)	1	\$91.88	\$91.88	\$91.88	*
*Reflects National Purchasing Partners (NPP) Contract Pricing.							

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$38,326.87

Lavern Smith
Territory Manager
505-417-7965

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:			
Contact:	Rodd Huber	Consent			
Department:	Fire				
Finance Committee Review? Yes					
CAPTION					
Consider the purchase of 9 Automatic CPR Devices with CARES CRF funds.					
SUMMARY OF ITEM					
Approval of this item will allow Odessa Fire Rescue to acquire 9 Automatic Lucas CPR Machines. This will allow for better survival outcomes for patients in cardiac arrest. These machines will also limit close contact with patients. This will be funded out of the CARES CRF funds. Account #84010840-58200-00600					
FISCAL IMPACT? Yes					
Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	CARES CRF	Total Project/Account:	\$170,777	\$170,777	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$170,777	\$170,777	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		
Appropriation By:					
Comments:					
Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
 OdessaFDLUCASx9CARES.pdf					



Odessa Fire LUCAS x9 CARES

Quote Number: 10198705

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308
Chicago, IL 60673-3308

Prepared For: CITY OF ODESSA FIRE DEPT

Rep: Ashley Robertson

Attn:

Email: ashley.robertson@stryker.com

Phone Number: (512) 787-4321

Mobile: +1 5127874321

GPO: FSS

Quote Date: 05/28/2020

Delivery Address

Name: CITY OF ODESSA FIRE DEPT

End User - Shipping - Billing

Name: CITY OF ODESSA FIRE DEPT

Bill To Account

Name: CITY OF ODESSA CENTRAL
FIRE

Account #: 1227234

Account #: 1227234

Account #: 1077841

Address: 1100 W 2ND ST

Address: 1100 W 2ND ST

Address: PO BOX 4398

ODESSA

ODESSA

ODESSA

Texas 79763

Texas 79763

Texas 79760

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	9	\$13,032.95	\$117,296.55
2.0	11576-000060	LUCAS Desk-Top Battery Charger	9	\$759.50	\$6,835.50
3.0	11576-000071	LUCAS External Power Supply	9	\$314.76	\$2,832.84
4.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	4	\$534.00	\$2,136.00
5.0	11576-000047	LUCAS Disposable Suction Cup (12 pack)	2	\$422.63	\$845.26
6.0	11576-000090	LUCAS Grip Tape (3-pack) for Slim Back Plate	3	\$47.60	\$142.80
Equipment List Price:					\$164,633.00
Equipment Discount %:					20.98%
Equipment Total:					\$130,088.95

ProCare Products:

#	Product	Description	Year s	Qty	Start Date	End Date	Sell Price	Total
7.1	78000020	On Site Prevent for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	4	9	05/28/2020	05/27/2024	\$4,520.88	\$40,687.92



Odessa Fire LUCAS x9 CARES

Quote Number: 10198705

Version: 1

Prepared For: CITY OF ODESSA FIRE DEPT

Attn:

GPO: FSS

Quote Date: 05/28/2020

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Ashley Robertson

Email: ashley.robertson@stryker.com

Phone Number: (512) 787-4321

Mobile: +1 5127874321

ProCare List Price: \$50,544.00

ProCare Discount %: 19.5%

ProCare Total: \$40,687.92

Price Totals:

Grand Total: \$170,776.87

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

AUTHORIZED CUSTOMER SIGNATURE

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule.

Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency.

Terms: Net 30 days. FOB origin. A copy of Stryker Medical's standard terms and conditions can be obtained by calling Stryker Medical's Customer Service at 1-800-Stryker.

In the event of any conflict between Stryker Medical's Standard Terms and Conditions and any other terms and conditions, as may be included in any purchase order or purchase contract, Stryker's terms and conditions shall govern.

Cancellation and Return Policy: In the event of damaged or defective shipments, please notify Stryker within 30 days and we will remedy the situation. Cancellation of orders must be received 30 days prior to the agreed upon delivery date. If the order is cancelled within the 30 day window, a fee of 25% of the total purchase order price and return shipping charges will apply.

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type: Consent
Contact:	John Alvarez	
Department:	Fire	

Finance Committee Review? Yes

CAPTION

Consider the purchase of uniforms for OFR Personnel with the CARES CRF funds.

SUMMARY OF ITEM

Approval of this item will allow Odessa Fire Rescue personnel to receive 2 extra T-shirts, as well as 2 extra pairs of pants per employee. With the higher volume of COVID-related calls coming in, Suppression personnel will be able to remain in a clean uniform for the duration of a shift. The purchase price of the T-shirts is estimated at \$3,959.60. The purchase price of the pants is estimated at \$39,942.72. The total purchase price is estimated at \$43,902.32. This will be funded out of the CARES CRF funds. Account #84010840-53025

FISCAL IMPACT? Yes

Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	CARES CRF	Total Project/Account:	\$43,902	\$43,902	\$0
Cost		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$43,902	\$43,902	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		

Appropriation By:

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 Est_129_from_Kays_Emblems_12616.pdf  Odessa uniforms pants.pdf  CRF Expenditure Letter Uniforms.docx	

Kay's Emblems

621 Dale St.

Estimate

Date	Estimate #
7/16/2020	129

Name / Address
City of Odessa P.O. Box 4398 Odessa, Tx. 79760

Project

Description	Qty	Rate	Total
326 mix of sizes for OFR 2 per person T's	326	10.60	3,455.60T
40 XX and a few XXX T's	40	12.60	504.00T

Subtotal		\$3,959.60
Sales Tax (0.0%)		\$0.00
Total		\$3,959.60



7150 Airport Highway
 Pennsauken, NJ 08109
 856-488-4499

Quote

Date 07/06/2020
Quote # QT1382074
Expires 08/05/2020
Sales Rep Custer, David D
PO #
Shipping Method FedEx Ground

Bill To
 Accounts Payable
 City of Odessa Fire Department - Uniforms
 P.O. BOX 4398
 Odessa TX 79760
 United States

Ship To
 Ariel
 City of Odessa Fire Department - Uniforms
 1100 W 2nd Street
 Odessa TX 79763
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
402NX75NB-NAVY-32-31			7.5 NMX FULL CUT INDSTL PNT NB(Lg Sizes) - (FP52NV-NAVY-32-31)	368	108.54	39,942.72

Subtotal 39,942.72
Shipping Cost (FedEx Ground) 0.00
Total \$39,942.72

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1382074

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:			
Contact:	John Alvarez	Consent			
Department:	Fire				
Finance Committee Review? Yes					
CAPTION					
Consider purchase of Glidescope Pro's with CARES CRF funds.					
SUMMARY OF ITEM					
Approval of this item will allow Odessa Fire Rescue to utilize these mechanisms to provide video laryngoscopy, which will reduce the possibility of communicable disease exposure during Endo-Tracheal Tube Placement. OFR personnel will be able to bypass direct contact with patients while performing this procedure. The purchase price of these tools is estimated at \$61,948.00. This will be funded out of the CARES CRF funds. Account #84010840-53175.					
FISCAL IMPACT? Yes					
Fiscal Year:	2020	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	CARES CRF	Total Project/Account:	\$61,948	\$61,948	\$0
		Less Other Items:	\$0	\$0	\$0
		This Agenda Item:	\$61,948	\$61,948	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
	Appropriation Amount:		Transfer Amount:		
Appropriation By:					
Comments:					
Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		
 GlideScope.docx Glidescope GO Qty 12 Quote #00100178.pdf			 CRF Expenditure Form Letter 2020		

To: Odessa Fire/Rescue
 1100 W 2nd Street
 Odessa, 79763

Account Number 1448110
 Quote Number 00100178
 Created Date 7/15/2020
 Expiration Date 9/30/2020

To prevent delays, please do ensure the PO matches this quotation and includes the quotation number when ordering.

Please Email or Fax Purchase Order to:
 Michelle Klinkner
michelle.klinkner@verathon.com
 Phone: 817-505-5130
 Fax: (866) 729-5484

Quantity	Product	Product Code	Sales Price	Discount Amount	Total Price
12.00	GlideScope Go Monitor Kit	0570-0368	USD 3,700.00	USD -4,144.00	USD 40,256.00
12.00	Lg Carrying Case, GS Go, OPEN MARKET*	0800-0566	USD 148.00		USD 1,776.00
12.00	GlideScope Go USB Kit	0901-0182	USD 25.00		USD 300.00
12.00	GlideRite SU Stylet (Lg) Pk/10	0270-1005	USD 100.00		USD 1,200.00
12.00	Spectrum SU, LoPro S3 (SW), Box/10	0270-0938	USD 400.00		USD 4,800.00
12.00	Spectrum SU, LoPro S4 (SW), Box/10	0270-0939	USD 400.00		USD 4,800.00
4.00	Spectrum SU, DVM S3, Box/10	0270-0932	USD 400.00		USD 1,600.00
4.00	Spectrum SU, DVM S4, Box/10	0270-0933	USD 400.00		USD 1,600.00
4.00	GlideRite SU Stylet (Sm) Pk 10	0270-0916	USD 60.00		USD 240.00
4.00	Spectrum SU, LoPro S1, Box/10	0270-0876	USD 520.00		USD 2,080.00
4.00	Spectrum SU, LoPro S2, Box/10	0270-0877	USD 520.00		USD 2,080.00
4.00	GVL® 2.5 Stat Box/10	0270-0709	USD 229.00		USD 916.00

Subtotal	USD 65,792.00
Discount Amount	USD 4,144.00
Sales Price	USD 61,648.00
Shipping and Handling	USD 300.00
Grand Total	USD 61,948.00



If applicable, taxes will be included on your invoice, Please do not pay from quote.

Verathon Medical Corporate Headquarters
 20001 North Creek Parkway
 Bothell WA, 98011

Verathon Terms and Conditions shall apply to all orders and can be found at:
<http://verathon.com/download/0003-0625.pdf>

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	
Finance Committee Review? Yes		
CAPTION		
Consider an Interlocal Agreement with Ector County for the division of the 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) funds. (-RESOLUTION-)		
SUMMARY OF ITEM		
The Edward Byrne Memorial Justice Assistance Grant will allow the City of Odessa and Ector County to apply jointly for grant monies (\$65,370) to be used for law enforcement purposes. Part of the grant application requires that we submit an interlocal agreement executed by the City and County pertaining to the use and division of those funds.		
FISCAL IMPACT? No		
Comments:		
Supporting Documents:	Other Departments, Boards, Commissions or Agencies:	

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? Yes

CAPTION

Consider a resolution authorizing the City of Odessa Police Department to apply for and accept; amending the fiscal budget to appropriate awarded funds as additional revenue and authorizing the expenditure of awarded grant funds from the 2020 BJA Edward Byrne Memorial Justice Assistance Grant Program (JAG). (-RESOLUTION-)

SUMMARY OF ITEM

The U.S. Department of Justice announced the Odessa Police Department is eligible to apply for a direct award of \$65,370 under the 2020 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program. City Council of the City of Odessa authorizes amending the fiscal year budget appropriating awarded grant funds of \$56,872 as additional grant revenue and authorizes expenditure of awarded grant funds for the purchase of Police Department equipment. City Council of the City of Odessa commits to distribute \$8,498 grant proceeds in accordance with the Interlocal Agreement to Ector County Sheriff's Office. The County will use their funds to pay overtime for their Patrol Officers and Dispatcher. There is no cash match.

Grant Breakdown:
 \$56,872 Police Department
\$ 8,498 Sheriff's Office
 \$65,370 Total Grant

FISCAL IMPACT? Yes

Fiscal Year:	2020-21	Available Funds	Budget	Est / Actual Cost	Difference
Fund:	Grant	Total Project/Account:	\$0	\$65,370	(\$65,370)
		Less Other Items:	\$0	\$0	\$0
Revenue		This Agenda Item:	\$0	\$65,370	(\$65,370)
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
No		Appropriation Amount:	\$65,370	Transfer Amount:	

Appropriation By: Grant

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 Allocations.pdf  2020 JAG Email Notification & 2R-608 Apply For Accept and Amend Budget for 2020 JAG Grant.doc	

Rosa Quiroz

From: Justice, BJA <ojp@public.govdelivery.com>
Sent: Thursday, July 09, 2020 4:50 PM
To: Rosa Quiroz
Subject: Fiscal Year (FY) 2020 Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program announcement

The Bureau of Justice Assistance (BJA) is pleased to announce that FY 2020 Local JAG Program funding information is now available and appears on the **BJA JAG web page**.

IMPORTANT UPDATE for FY 2020 Local JAG: There will be two distinct categories to apply under in FY 2020: **Category 1 – Less than \$25,000 and Category 2 - \$25,000 and above.** If your unit of local government is eligible for an award amount of less than \$25,000, please ensure an application is submitted under Category 1 (less than \$25,000). If your unit of local government is eligible for an award of \$25,000 or more, please ensure an application is submitted under Category 2 (\$25,000 and above).

Please note that this email is being sent to a large group of potential Local JAG applicants and does not necessarily confirm your jurisdiction's eligibility under the FY 2020 Local JAG Program.

Eligible jurisdictions under FY 2020 Local JAG are limited to units of local government appearing on the **FY 2020 Local JAG Allocations list (please see the BJA JAG web page)**. Please verify your eligibility, and **if eligible**, review the associated **FY 2020 Local JAG solicitation** and submit an application for funding through the Office of Justice Program's (OJP) **Grants Management System (GMS)** by **11:59pm Eastern on Wednesday, August 19, 2020**.

Applications must be submitted by the stated deadline, regardless of whether the **Certifications and Assurances by Chief Executive (CE) of Applicant Government** has been completed and attached. **BJA will add a withholding of funds special condition to the award for any missing or incomplete items; including the aforementioned CE certification.** Please note that BJA does not anticipate having time to extend the Local JAG deadline for application submission this year.

This is an unmonitored email account, please do not respond directly. For questions related to the JAG solicitation, please contact the National Criminal Justice Reference Service (NCJRS) Response Center: toll-free at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); email **grants@ncjrs.gov**; fax to 301-240-5830; or web chat at **https://webcontact.ncjrs.gov/ncjchat/chat.jsp**. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date. You may also contact the **State Policy Advisor** assigned to your jurisdiction.

Please contact the GMS Help Desk at 1-888-549-9901 (Option 3) prior to the deadline if you experience any technical difficulties with submission.

This email was sent to rquiroz@odessa-tx.gov using GovDelivery Communications Cloud on behalf of: Department of Justice · Washington, DC

2020 TEXAS LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2020 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here:

<https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here:

<https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
TX	DENTON CITY	Municipal	\$26,329	
TX	LEWISVILLE CITY	Municipal	\$16,868	\$43,197
TX	ECTOR COUNTY	County	*	
TX	ODESSA CITY	Municipal	\$65,370	\$65,370
TX	EL PASO COUNTY	County	\$17,487	
TX	EL PASO CITY	Municipal	\$173,430	\$190,917
TX	GALVESTON COUNTY	County	*	
TX	GALVESTON CITY	Municipal	\$16,934	
TX	TEXAS CITY	Municipal	\$15,961	\$32,895
TX	GREGG COUNTY	County	*	
TX	LONGVIEW CITY	Municipal	\$25,998	\$25,998
TX	HARRIS COUNTY	County	\$598,128	
TX	HOUSTON CITY	Municipal	\$1,631,079	\$2,229,207
TX	HAYS	County	*	
TX	SAN MARCOS CITY	Municipal	\$15,807	\$15,807
TX	HOWARD COUNTY	County	*	
TX	BIG SPRING CITY	Municipal	\$11,341	\$11,341
TX	JEFFERSON COUNTY	County	*	
TX	BEAUMONT CITY	Municipal	\$84,891	
TX	PORT ARTHUR CITY	Municipal	\$24,981	\$109,872
TX	LAMAR COUNTY	County	*	
TX	PARIS CITY	Municipal	\$13,375	\$13,375
TX	LUBBOCK COUNTY	County	*	
TX	LUBBOCK CITY	Municipal	\$176,856	\$176,856
TX	MCLENNAN COUNTY	County	*	
TX	BELLMEAD CITY	Municipal	\$10,611	
TX	WACO CITY	Municipal	\$47,265	\$57,876
TX	MIDLAND COUNTY	County	*	
TX	MIDLAND CITY	Municipal	\$26,352	\$26,352

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE ODESSA POLICE DEPARTMENT TO APPLY FOR AND ACCEPT A DIRECT AWARD IN THE AMOUNT OF \$65,370 FROM THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE FOR THE 2020 BJA EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING AMENDING OF THE FISCAL YEAR BUDGET TO APPROPRIATE AWARDED GRANT FUNDS IN THE AMOUNT OF \$56,872 AS ADDITIONAL GRANT REVENUE AND AUTHORIZING THE EXPENDITURE OF AWARDED GRANT FUNDS FOR THE PURCHASE OF POLICE DEPARTMENT EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$56,872; AUTHORIZING THE DISTRIBUTION OF GRANT PROCEEDS IN THE AMOUNT OF \$8,498 TO ECTOR COUNTY BY INTERLOCAL AGREEMENT; AUTHORIZING THE CHIEF OF POLICE AND THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice, Bureau of Justice Assistance, has announced the 2020 BJA Edward Byrne Memorial Justice Assistance Grant Program; and

WHEREAS, the City Council of the City of Odessa recognizes that the City and Ector County may submit an application jointly and provide for the division of grant proceeds; and

WHEREAS, the Odessa Police Department requests authorization to apply jointly with Ector County for an award of \$65,370;

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

Section 1. That the City Council of the City of Odessa authorizes the City of Odessa Police Department to apply for and accept a direct award from U.S. Department of Justice, Bureau of Justice Assistance, 2020 BJA Edward Byrne Memorial Justice Assistance Grant Program in the amount of \$65,370.

Section 2. That the City Council of the City of Odessa authorizes amending the fiscal year budget to appropriate awarded grant funds in the amount of \$56,872 as additional grant revenue and authorizes expenditure of awarded grant funds for the purchase of Police Department equipment in an amount not to exceed \$56,872.

Section 3. That the City Council of the City of Odessa commits to distributing grant proceeds in accordance with the Interlocal Agreement for the 2020 BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

Section 4. That the City Council of the City of Odessa authorizes the distribution of grant proceeds in the amount of \$8,498 to Ector County by interlocal agreement.

Section 5. That the City Council of the City of Odessa authorizes the Chief of Police and the City Manager to execute any necessary documents necessary to implement this resolution.

Section 6. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 11th day of August, A.D., 2020, by the following vote:

Michael K. Shelton

Dewey Bryant

Detra White

Tom Sprawls

Mari Willis

Peggy Dean

David R. Turner

Approved the 11th day of August, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? No

CAPTION

Consider a resolution for approval on authorization to use electronic signature on TxDOT Traffic Safety Grants. (-RESOLUTION-)

SUMMARY OF ITEM

The Council item is to authorize the City of Odessa Police Department to use electronic signatures when submitting the 2021 STEP grant agreement. The acceptance of grant was approved during 1/14/20 Council Meeting, resolution 2020R-01.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 2021-Odessa-S-1YG-00067 (1) Grant Agreement.pdf  2021-Odessa-S-1YG-00067 Electronic Signature.pdf  Use of Electronic Signature STEP Speed ITC Grant 2020-21.doc	

RESOLUTION NO. 2020R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, AUTHORIZING THE CITY OF ODESSA POLICE DEPARTMENT TO USE ELECTRONIC SIGNATURES WHEN SUBMITTING THE STEP GRANT AGREEMENT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Odessa has approved the City of Odessa Police department to accept a one-year grant from the NHTSA, through the Texas Department of Transportation to fund overtime costs associated with participation in the Speed ("Speed"), Intersection Traffic Control ("ITC"), and Seat Belts ("Seat Belts") Selective Traffic Enforcement Programs ("STEP"); and

WHEREAS, the Texas Department of Transportation has provided notification that grant agreements may be signed electronically;

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

Section 1. That the City Council of the City of Odessa approves the authorization of the City of Odessa Police Department to use electronic signatures on the Texas Department of Transportation Traffic Safety eGrants.

Section 2. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 11th day of August, A.D., 2020, by the following vote:

	Michael K. Shelton	
	Dewey Bryant	
	Detra White	
	Tom Sprawls	
	Mari Willis	
Approved the 11 th day of	Peggy Dean	August, A.D.,
2020.	David R. Turner	

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Chief Mike Gerke	Consent
Department:	Police	

Finance Committee Review? Yes

CAPTION

Consider the approval of the 2020-2021 Budget of \$900,996 for the Emergency Communication District of Ector, County. (-RESOLUTION-)

SUMMARY OF ITEM

The Emergency Communication District (Ector County 911) is seeking approval of their 2020-2021 Budget of \$900,996. In 1987, a 911 communication district was created based on stat law. They exist to coordinate better phone service and particularly emergency response using 911 and cover the entire state through local districts usually based on county boundaries. Their funding comes from phone companies. The Emergency Communication District of Ector County was created by Chapter 772 of the Health and Safety Code of Texas and services the City of Goldsmith, the City of Odessa, and Ector County. Their budget must be approved by these same entities.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 FY 2021 911 Communication Budget - Approved by Board of Managers July 21 2020.pdf	
 2R-606 Approve Emergency Comm 2020-21 Budget.doc	

2020-2021 Budget

Emergency Communication District of Ector County

Board of Managers:

Bennie Cope, Chairman

Dale Childers, Vice-Chairman

Mike Gerke, Secretary

George Anderson

Richard Pease

Staff:

Kevin Jones, Executive Director

Aaron Jones, Operations Manager

Bryan Ortiz, Manager Trainee

Ruth Nastase, Administrative Assistant

Approved by Board of Managers, July 21, 2020

Emergency Communication District of Ector County 2020 - 2021 Budget Highlights

The Emergency Communication District of Ector County provides call delivery of essential 911 telephone service to the Public Safety Answering Points (PSAPs) providing public-safety dispatch services for the cities of Odessa and Goldsmith, Texas, and the County of Ector, Texas. This budget reflects revenue and expense projections for maintaining the current system and continued transitioning of NG911.

The total amount budgeted for expenditure during Fiscal Year 2020-2021 is \$900,996.

Estimated revenue for FY 2021 is \$1,230,000. The proposed expenditure budget is \$329,004 under the total estimated revenue.

Excess revenue will continue to accumulate for the next major modification for the 911 system which is scheduled to occur in the year 2022. These update projects generally cost between 1 to 2 million dollars. Funds are held in reserve to allow for major capital expenses during these five-year system upgrade cycles.

To display the operational and administrative requirements and goals of 9-1-1 emergency telephone service, FY 2020 line item accounts are detailed in the following pages. An attached spreadsheet provides a line item comparison for expenses and estimated revenues for FY 2021 with those of FY 2020.

Summary of Budgeted Accounts	
Personnel	\$ 569,546
Supplies	\$ 7,650
Services	\$ 122,500
Maintenance	\$ 176,300
Capital	\$ 25,000
Total Expense Budget	\$ 900,996
Estimated Revenues	\$ 1,230,000
Estimated Profit/Loss	\$ 329,004

**Emergency Communication District of Ector County
2020-2021 Account Highlights**

Account	FY 2020	FY 2021	Account Description
4100	\$ 547,736	\$ 569,546	<i>Personnel:</i> Personnel costs associated with all employees. Associated expenses in regards to Retirement, FICA, Medicare, and Insurance are included.
4213	\$ 3,500	\$ 3,500	<i>Office Supplies:</i> Supplies include office supplies, publication materials, labels, envelopes, and batteries.
4220	\$ 4,000	\$ 4,000	<i>Small Equipment/Furniture/Software:</i> Small tools, equipment, and software necessary to perform routine operations.
4223	\$ 150	\$ 150	<i>Postage:</i> Postal expense for office correspondence and mail-outs.
4319	\$ 18,000	\$ 18,000	<i>Professional Services:</i> District's legal advisor and fees to participate in the Texas 9-1-1 Alliance for legal, legislative, and regulatory representation. Includes office network consultation services and contractual maintenance services.
4320	\$ 9,500	\$ 12,500	<i>Accounting Service/Audit:</i> Annual audit and consultation fees to incorporate any recommendations provided by the annual audit and tax law changes. FY 2021 includes required actuary studies.
4341	\$ 4,500	\$ 4,500	<i>Telephone Service:</i> Monthly and long distance service for office and wireless phones.
4351	\$ 12,000	\$ 12,000	<i>Insurance:</i> Property/liability coverage includes: Auto, Errors & Omission, General Liability, Real and Personal Property, and Worker's Compensation ¹ .
4361	\$ 58,500	\$ 58,500	<i>Transportation/Membership:</i> Travel related expenses: hotel, airfare, per diem, and related expenses for staff and dispatchers. This also includes all professional membership fees.
4362	\$ 7,000	\$ 7,000	<i>Tuition/Training:</i> Training material, supplemental training/user manuals, and registration fees for training programs. No tuition reimbursement costs anticipated this year.
4375	\$ 58,800	\$ 10,000	<i>Advertising:</i> Public education, legal notices, public information projects and materials used for public information displays presented by either the District or any of the local public safety agencies. FY 2020 included 50th Anniversary for 911 in Texas, hosted in Odessa.
4421	\$ 12,000	\$ 11,000	<i>Office Utilities:</i> Utility costs for building operations (i.e. gas, water, electricity).

Account	FY 2020	FY 2021	Account Description
4431	\$ 5,000	\$ 5,000	<i>Building Maintenance:</i> Costs associated with building and grounds maintenance.
4441	\$ 7,500	\$ 7,500	<i>Office Equipment Maintenance:</i> Repairs and maintenance on office equipment such as PCs, printers, copier, etc. This includes software maintenance (license renewals).
4451	\$ 2,600	\$ 2,800	<i>Auto Maintenance:</i> Routine gas, oil, washes, and minor repairs to District vehicles.
4481	\$ 170,000	\$ 150,000	<i>E9-1-1 Equipment Maintenance:</i> Recurring 911 system maintenance, wireless fees, and database fees to provide Enhanced 9-1-1 service to PSAPs.
5001	\$ 125,000	\$ 25,000	<i>Capital Expenses:</i> Contingency Fund - \$25,000

¹ Account 4351. The approval of this budget reflects the Board of Managers vote to approve being a reimbursement entity regarding Workers Compensation.

Budget Expenditures & Calculations Expense Categories

	Account	Description	FY 2020	FY 2021
<i>Personnel</i>				
	4115	Salaries	\$ 342,500	\$ 360,198
	4116	Car Allowance	\$ 7,200	\$ 7,200
	4142	Retirement	\$ 53,100	\$ 55,110
	4143	FICA/Medicare	\$ 16,300	\$ 17,150
	4144	Health/Life Insurance	\$ 125,000	\$ 126,000
	4146	Longevity	\$ 3,636	\$ 3,888
<i>Supplies</i>				
	4213	Supplies	\$ 3,500	\$ 3,500
	4220	Small Equipment/Furniture	\$ 4,000	\$ 4,000
	4223	Postage	\$ 150	\$ 150
<i>Services</i>				
	4319	Professional Services	\$ 18,000	\$ 18,000
	4320	Accounting Service / Audit	\$ 9,500	\$ 12,500
	4341	Telephone Service	\$ 4,500	\$ 4,500
	4351	Insurance	\$ 12,000	\$ 12,000
	4361	Transportation/Membership	\$ 58,500	\$ 58,500
	4362	Tuition / Training	\$ 7,000	\$ 7,000
	4375	Advertising	\$ 58,800	\$ 10,000
<i>Maintenance</i>				
	4421	Office Utilities	\$ 12,000	\$ 11,000
	4431	Building Maintenance	\$ 5,000	\$ 5,000
	4441	Office Equipment Maintenance	\$ 7,500	\$ 7,500
	4451	Automotive Maintenance	\$ 2,600	\$ 2,800
	4481	E9-1-1 Equipment Maintenance	\$ 170,000	\$ 150,000
<i>Capital</i>				
	5001	Capital Expenses	\$ 125,000	\$ 25,000
Total Budgeted Expenses			\$ 1,045,786	\$ 900,996

Revenue Categories

3224	AT&T Service Fees	\$	100,000	\$	85,000
3225	VoIP Fees	\$	110,000	\$	135,000
3226	Wireless Fees	\$	680,000	\$	700,000
3227	CLEC - Facility Based	\$	140,000	\$	150,000
3228	CLEC - Reseller	\$	20,000	\$	20,000
3229	Pre-Pay Fees	\$	120,000	\$	100,000
3651	Interest Income	\$	50,000	\$	40,000

Total Budgeted Revenues	\$	1,220,000	\$	1,230,000
--------------------------------	----	-----------	----	-----------

Profit/Loss	\$	174,214	\$	329,004
--------------------	----	---------	----	---------

Summary of Budgeted Accounts			
		2020	2021
	<i>Personnel</i>	\$ 547,736	\$ 569,546
	<i>Supplies</i>	\$ 7,650	\$ 7,650
	<i>Services</i>	\$ 168,300	\$ 122,500
	<i>Maintenance</i>	\$ 197,100	\$ 176,300
	<i>Capital</i>	\$ 125,000	\$ 25,000
Total Expense Budget		\$ 1,045,786	\$ 900,996
Estimated Revenues		\$ 1,220,000	\$ 1,230,000
Estimated Profit/Loss		\$ 174,214	\$ 329,004

Budget approval reflects the listed collection rates/fees, current rates are listed, with no changes proposed:

- \$ 0.50 Wireless
- \$ 0.50 Nomadic VoIP
- \$ 0.63 Residential
- \$ 1.71 Business
- \$ 1.71 Trunk

¹The approval of this budget reflects the Board of Managers approval to remain a reimbursement entity regarding Workers Compensation.

RESOLUTION NO. 2020R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, APPROVING THE EMERGENCY COMMUNICATION DISTRICT OF ECTOR COUNTY BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020; AND DECLARING AN EFFECTIVE DATE.

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

Section 1. That the Emergency Communication District of Ector County budget for the fiscal year beginning October 1, 2020, a copy of which is attached hereto as Exhibit "A", is hereby approved.

Section 2. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was approved and adopted on the 11th day of August, A.D., 2020, by the following vote:

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

Approved the 11th day of August, A.D., 2020.

David R. Turner, Mayor

ATTEST:

Norma Aguilar-Grimaldo, City Secretary

APPROVED AS TO FORM:

Natasha L. Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Merita Sandoval	Consent
Department:	Community Development	

Finance Committee Review? Yes

CAPTION

Consider Bid Award to Neal Pool for Impound Services

SUMMARY OF ITEM

Request for Proposals were received for Towing, Impoundment and Disposal of Abandoned and Junk Vehicles. This contract will provide towing and disposal of abandoned and junked vehicles for Community Development/Code Enforcement within the city limits.

It is recommended award be made to Neal Pool Rekers of Odessa, Texas

Contract Period: 8/11/2020 - 8/10/2021

FISCAL IMPACT? Yes

Fiscal Year:	FY 20-21	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$2,000	\$2,000	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$2,000	\$2,000	\$0

Fiscal Note Attached: **ACTION NEEDED TO AMEND THE BUDGET**

No Appropriation Amount: _____ Transfer Amount: _____

Appropriation By:

Comments:

Supporting Documents:

Other Departments, Boards, Commissions or Agencies:



20-52410-16 Towing,

Impoundment.pdf

PROPOSAL
Towing, Impoundment, and Disposal of Abandoned and Junk Vehicles
#20-52410-16

Date 07-06-2020

To: The Honorable Mayor and City Council
City of Odessa
P.O. Box 4398
Odessa, Texas 79760-4398

I certify that the Proposal offered meets all of the requirements of the proposal specifications and I hereby accept the provisions as described herein. I certify the attached Residency Certification as a part of this Proposal.

Respectfully submitted,

NEAL POOL REKERS
Company


Authorized Signature

M Neal Pool
Print or Type Signer's Name and Title

1117 South Grant Ave
Address

Odessa TX 79761
City State Zip

432- 337-5229
Telephone Number

City of Odessa

Maximum Rates Charged to the City of Odessa Towing, Impoundment, and Disposal of Abandoned & Junk Vehicles

\$160.00	11,500lbs GVW and less
\$200.00	11,501 GVW up to 25,000lbs GVW
\$300.00	25,001 GVW and OVER

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Merita Sandoval	Consent
Department:	Community Development	

Finance Committee Review? No

CAPTION

Consider the approval of the City of Odessa's 2020 Action Plan and the 2020-2024 Consolidated Plan.
(RESOLUTION)

SUMMARY OF ITEM

The City of Odessa has prepared the 2020 Action Plan and the 2020-2024 Consolidated Plan. The City of Odessa Community Development Department prepared the five-year Consolidated Plan based on information obtained from citizens during community meetings, public hearings and citizen surveys. The priorities established in the Consolidated Plan will be used by the City Council as a guide for the allocation of CDBG and HOME funds received from the U.S. Department of Housing and Urban Development for the next five years. The 2020 Action Plan has been based on the allocation of CDBG and HOME funds during the final public hearing conducted by the City Council on June 9, 2020.

The 2020-2024 Consolidated Plan and the 2020 Action Plan will be submitted to City Council on August 11, 2020 for approval before the plan is submitted to HUD on or before August 16, 2020 for final review and approval.

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
<p>[attachment "2020 CONPLAN Plan Resolution.doc" deleted by Thurman</p> <p>Bryant/CD/odessa_notes]  2020-2024</p> <p>CONPLAN_Final.pdf  ExecSummary for Agenda Req.docx</p> <p> 2020 Action Plan_Final.pdf  2020</p> <p>Action Plan Projects Summary.pdf  2020 CONPLAN Plan Resolution.doc</p>	

2020-2024 CONSOLIDATED PLAN & 2020 ACTION PLAN EXECUTIVE SUMMARY

The City of Odessa has prepared the 2020-2024 Consolidated Plan and the 2020 Action Plan for the U. S. Department of Housing and Urban Development. The Consolidated Plan identifies the needs in the community, establishes five-year goals and strategies and identifies the resources available in the community to address these needs.

Major categories of priority needs addressed in the Consolidated Plan are:

- Housing
- Public Facilities and Improvements
- Public Service
- Community Development/Infrastructure

The 2020 Annual Action Plan identifies the City of Odessa's goals and objectives for the period of October 1, 2020 through September 30, 2021.

Objectives and Outcome Overview

High, medium and low priorities for the 2020-2024 Consolidated Plan and the 2020 Action Plan were established from the analysis of available data and information received during the citizen participation process. The strategic plan is divided into five (5) categories with each category containing the level of priority for several different activities. These five (5) categories include housing, public facilities improvements, public services, community & infrastructure development and economic development. The priorities were established as a direct result of public hearings, community meetings, citizen comments and surveys. The priorities established in the Consolidated Plan will serve as a guide for the allocation of CDBG funds for the next five (5) years with a focus on activities with a high priority designation.

Based on the priorities established in the Consolidated Plan, the City is required to establish goals and strategies for meeting the needs identified by the community. Goals and strategies have been developed for meeting the needs within each of the five (5) categories. The following is a summary that includes the most important goals and strategies identified in the Consolidated Plan. CDBG and HOME funds will be directed to fund as many of the high priority activities as possible in order to meet the established goals.

HOUSING

The City of Odessa's goal for the following housing activities is to provide decent housing for its citizens.

Goal #1 - Preserve Existing Housing Stock through the Housing Rehabilitation, Reconstruction, Minor Repair and Emergency Assistance Programs. The outcome of this activity is the sustainability of existing homeownership.

Goal #2 - Expand Homeownership Opportunities for Low-Income Families. The outcome of this activity is the affordability of decent housing.

Goal #3 - Expand the number of newly constructed affordable homes. The outcome of this activity is the availability of affordable housing.

PUBLIC FACILITIES AND IMPROVEMENTS

The objective of providing improvements to the public facilities within the community will achieve the goal of providing suitable living environments.

Goal – Provide CDBG funds to any two of the high priority public facility and improvement needs during the next five years.

PUBLIC SERVICES

The objective of providing funding to public service agencies within the community will achieve the goal of providing suitable living environments.

Goal – Provide CDBG funds to any two of the high priority public service needs during the next five years.

COMMUNITY AND INFRASTRUCTURE DEVELOPMENT

The objective of providing funding to these activities will help achieve the goal of providing suitable living environments.

Goal - Provide CDBG funds to the Demolition Program for the removal of slum and blight. The outcome of this activity is to promote the sustainability of the area.

Citizen participation process and consultation process

The planning process for the Consolidated Plan included consultation with citizens, City departments, social service agencies, housing providers, health & human service providers, governmental agencies, internet providers and many other area non-profit agencies in order to obtain information regarding the priority needs of the community. The City consulted with the Local Housing Authority to collaborate on the current housing needs of the community. Needs Assessments were also provided to other partner agencies in order to obtain information on the type and number of services required to address the needs of the low to moderate income citizen of Odessa.

The City of Odessa began to notify the citizens of the community meetings and public hearings in April 2020. The public hearings and community meeting dates were posted on the Government Access Channel, notices were sent out to organizations/agencies and surveys were distributed and available on the internet. Newspaper ads were placed in English and Spanish in the Odessa American. In addition, a television interview was conducted on local news stations.

As part of the Consolidated Plan development process, surveys were distributed to the public in both English and Spanish formats. The survey was also available to citizens on the City's Website.

A total of 22 citizens attended the one community meeting and two public hearings. In addition, approximately 45 citizens attended the final public hearing at the regular City Council meeting in which CDBG and HOME funds were allocated on June 9, 2020.

The Community Development Department published a notice in the local newspaper, the Odessa American, Sunday, June 28, 2020, to detail the accessible locations where citizens were able to view the proposed 2020-2024 Consolidated Plan and the 2020 Action Plan. The Plan was available for review at the following locations:

1. City Hall – City Secretary’s Office
2. Ector County Library
3. Community Development Department
4. Community Development Web Site

Summary of public comments

The 30-day review and comment period for the 2020 Action Plan and the 2020-2024 Consolidated Plan occurred from June 29, 2020 through July 28,

Summary

The City of Odessa and its housing partners in the Odessa Housing Consortium have been responsible for the construction of the new homes constructed in the Target Area within the last 5 years. The consortium partners including the City of Odessa, Odessa Housing Finance Corporation, Odessa Affordable Housing, Inc., and Odessa Housing Authority, have constructed new homes built in the Target Area within the last five (5) years.

Many of the City’s older homes are located in the City’s Target Area and a significant number of them have moderate to severe deterioration. The CHAS data shows a clear association between income and household size with the rate of housing problems increasing as the number in the household increases. The rate of housing problems is substantially high for low-income persons earning less than 50% of Median Family Income.

RESOLUTION NO. 2020R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, GRANTING APPROVAL OF THE 2020 ACTION PLAN AND THE 2020-2024 CONSOLIDATED PLAN; AUTHORIZING SUCH PLANS TO BE SUBMITTED TO THE OFFICE OF HOUSING AND URBAN DEVELOPMENT (HUD);AND DECLARING AN EFFECTIVE DATE.

WHEREAS, a 30-day citizen comment period for the use of Community Development Block Grant (CDBG) and HOME funds was conducted from June 29, 2020 through July 28, 2020; and

WHEREAS, all citizen and staff comments have been noted.

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

Section 1. That approval is hereby granted for the 2020 Action Plan and for the 2020-2024 Consolidated Plan funded by CDBG and HOME monies received from the Office of Housing and Urban Development (HUD).

Section 2. That the Community Development Department is authorized to submit this plan to HUD for final review and approval.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was read and adopted on the 11th day of August, A.D., 2020, by the following vote:

Approved the 11 th day of 2020.	David R Turner	_____	August, A.D.,
	Michael Shelton, Sr.	_____	
	Dewey Bryant	_____	
	Detra White	_____	
	Tom Sprawls	_____	
	Mari Willis	_____	
	Peggy Dean	_____	

David R. Turner, Mayor

ATTEST:

Norma Aguilar, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:
Contact:	Merita Sandoval	Consent
Department:	Community Development	

Finance Committee Review? Yes

CAPTION

Consider approval of the City of Odessa's Amendment to the 2019 Action Plan (RESOLUTION)

SUMMARY OF ITEM

The City of Odessa prepared an amendment to the 2019 Action Plan based on the allocation of CDBG-CV funds allocated during the final public hearing conducted by City Council on July 14, 2020.

The 2019 Action Plan amendment process requires approval by the City Council before the amended plan can be submitted to HUD for final review and approval

FISCAL IMPACT? No

Comments:

Supporting Documents:	Other Departments, Boards, Commissions or Agencies:
 2019 Action Plan Resolution_Amendment.doc  Amendment - Executive Summary.docx  Summary of Projects_Amendment.docx	

**CITY OF ODESSA
SUBSTANTIAL AMENDMENT
2019 ACTION PLAN**

EXECUTIVE SUMMARY

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act or the “CARES Act”. The Act identified additional funding for the Community Development Block Grant (CDBG) program to support preparation for and response to the community impacts of the COVID19 pandemic. HUD’s distribution plan for the additional funding included multiple phases: an initial phase that would allow for quick access to funding necessary to address the immediate crisis resulting from the rising pandemic, as well as later phases that would support post-pandemic community recovery.

The U. S. Department of Housing and Urban Development allocated **\$514,553** in CDBG-CV funds to the City of Odessa.

The City Council voted to provide funding for projects that would best serve the community by supporting the preparation for and responding to the community impacts of the COVID-19 pandemic.

Listed below are the projects receiving funding by category:

FOOD ASSISTANCE - \$101,963

Meals on Wheels (\$101,963) –

RENT/MORTGAGE & UTILITY ASSISTANCE - \$163,100

Salvation Army (\$85,000) -.

SHARE (\$50,000).

Odessa Links (\$28,100) –

HOMELESS ASSISTANCE - \$199,490

Salvation Army (\$30,000).

Family Promise (\$108,000)

Family Promise (\$18,000)

Family Promise (\$17,000)

Odessa Links (\$26,400).

MENTAL HEALTH COUNSELING - \$50,000

Centers for Children & Families (\$50,000).

**2019 ACTION PLAN
SUBSTANTIAL AMENDMENT
SUMMARY OF PROJECTS**

FOOD ASSISTANCE

(\$101,963)

Meals on Wheels **\$101,963**

Sixty-five different people will receive a hot nutritious meal five day per week. They will also receive weekend meals or food items each Friday. *REGULATION: §570.201(e) Public Service Activities*

RENT/MORTGAGE & UTILITY ASSISTANCE

(\$163,100)

Salvation Army **\$85,000**

Funding of this project will allow the Salvation Army to assist shelter residents and at risk of homelessness households with rental and utility assistance. This assistance will be paid by the Salvation Army, on behalf of the client, directly to the landlord or utility company. *REGULATION: §570.207 Housing Activities*

SHARE..... **\$50,000**

Funding of this project will allow SHARE to assist special needs households with rental/mortgage and utility assistance. This assistance will be paid by SHARE, on behalf of the client, directly to the landlord or utility company. *REGULATION: §570.207 Housing Activities*

Odessa Links **\$28,100**

Funding of this project will allow Odessa Links provide rent and/or utility assistance as part of the Rapid Rehousing Assistance Program. This assistance will be paid by Odessa Links, on behalf of the client, directly to the landlord or utility company. *REGULATION: §570.207 Housing Activities*

HOMELESS ASSISTANCE

(\$199,490)

Salvation Army **\$30,000**

Funding of this project will allow the Salvation Army to provide guests (shelter residents) and at risk of homelessness households with COVID-19 protection and hygiene items. *REGULATION: §570.201(e) Public Service Activities*

Family Promise..... **\$108,000**

The purpose of the project is provide a day center and transitional housing for homeless families with children. *REGULATION: §570.201(e) Public Service Activities*

Family Promise..... **\$18,000**

The purpose of the project is to provide support to Day Center for Overnight Use. This support includes utilities, internet, supplies and transportation costs. *REGULATION: §570.201(e) Public Service Activities*

Family Promise..... **\$17,000**

The purpose of the project is to help homeless families with children become self-sufficient. This is done by providing food, lodging, transportation, child care and all personal expenses while families participate in financial literacy training and personal counseling. The program stresses self-sufficiency and breaking the cycle of homelessness. *REGULATION: §570.201(e) Public Service Activities*

Odessa Links **\$26,490**

Funding of this project will allow Odessa Links provide COVID-19 protection items, child care assistance, transportation, credit counseling and hygiene items. *REGULATION: §570.201(e) Public Service Activities*

MENTAL HEALTH COUNSELING

(\$50,000)

Centers for Children & Families..... \$50,000

Funding of this project will allow Centers for Children & Families to provide mental health counseling.

REGULATION: §570.201(e) Public Service Activities

RESOLUTION NO. 2019R-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ODESSA, TEXAS, GRANTING APPROVAL OF THE SUBSTANTIAL AMENDMENT TO THE 2019 ACTION PLAN; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, a 5-day citizen comment period for the use of Community Development Block Grant (CDBG) and HOME funds was conducted from August 3, 2020 through August 7, 2020; and

WHEREAS, all citizen and staff comments have been noted.

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

Section 1. That approval is hereby granted of the Substantial Amendment to the 2019 Action Plan, resulting from CDBG-CV monies received from the Office of Housing and Urban Development (HUD).

Section 2. That the Community Development Department is authorized to submit this amended plan to HUD for final review and approval.

Section 3. That this resolution shall be effective at the time of its adoption.

The foregoing resolution was read and adopted on the 11th day of August, A.D., 2020, by the following vote:

Approved the 11 th day of 2020.	David R Turner	_____	August, A.D.,
	Michael Shelton, Sr.	_____	
	Dewey Bryant	_____	
	Detra White	_____	
	Tom Sprawls	_____	
	Mari Willis	_____	
	Peggy Dean	_____	

David R. Turner, Mayor

ATTEST:

Norma Aguilar, City Secretary

APPROVED AS TO FORM:

Natasha Brooks, City Attorney

**CITY OF ODESSA
CITY COUNCIL AGENDA ITEM**

Meeting Date:	08/11/2020	Item Type:			
Contact:	Norma Aguilar-Grimaldo	Consent			
Department:	City Secretary				
Finance Committee Review? No					
CAPTION					
Consider the Elections Administrator contract for the General Municipal Election, November 3, 2020					
SUMMARY OF ITEM					
FISCAL IMPACT? Yes					
Fiscal Year:	2020-21	Available Funds	Budget	Est / Actual Cost	Difference
Fund:		Total Project/Account:	\$65,000	\$65,000	\$0
		Less Other Items:	\$0	\$0	\$0
Cost		This Agenda Item:	\$65,000	\$65,000	\$0
Fiscal Note Attached:	ACTION NEEDED TO AMEND THE BUDGET				
No	Appropriation Amount:		Transfer Amount:		
Appropriation By:					
Comments:					
Supporting Documents:			Other Departments, Boards, Commissions or Agencies:		