

**THE STATE OF TEXAS
CITY OF RIO HONDO
COUNTY OF CAMERON**

Juan Garza, Commissioner Place 1
Margaret Perez, Mayor Pro-Tem
Jose S. Cavazos, Commissioner Place 5

Esteban Bocanegra, Place 2
Olga Gallegos, Commissioner, Place 4

Gustavo Olivares
Mayor

**City Commission of the City of Rio Hondo
October 8, 2024**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the governing body of the City of Rio Hondo, Texas, will convene for a Regular Meeting at **6:00 p.m.** on Tuesday, October 8, 2024 at the City Commission Chambers on the Second Floor of the Rio Hondo Municipal Building located at 121 N. Arroyo Blvd., Rio Hondo, Texas 78583.

Call meeting to Order (City Commission)

PLEDGE OF ALLEGIANCE

UNITED STATES PLEDGE

INVOCATION:

Regular Agenda:


1. **Mayor's and Commissioners' Reports**
2. **Reports: Administrator** Pursuant to Texas Government Code Section 551.0415, the City Commission, without having provided notice, may make reports about items of community interest if action is not taken and possible action is not discussed regarding the information provided in the report. "Items of community interest" include: (1) expressions of thanks, congratulations or condolence; (2) information regarding holiday schedules; (3) an honorary or salutatory recognition of a public official, public employee, or another citizen, except the discussions regarding a change in the status of a person's public office or public employment is not an honorary or salutatory recognition for the purposes of the City of Rio Hondo; (4) a reminder about an upcoming event organized or sponsored by the governing body; (5) information regarding a social, ceremonial or community event organized or sponsored by an entity other than the City of Rio Hondo that attended or is scheduled to be attended by a member of the governing body or an official or employee of the City of Rio Hondo; and (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda
3. **Public Comment Period:** *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.*
4. **Considerations and Action to Approve the September 17, 2024 City Commission Meeting Minutes.**
5. **Status Report on the TXDOT sidewalk project. (City Administrator).**

6. **Status Report on the Spotted Sea Trout Park Project. (City Administrator)**
7. **Consideration and Action on Resolution 2024-10 responding to the questions of Mr. Pedro Serna regarding the proposed stormwater easement on Lot 9 Block 18 of the Rio Hondo Original Townsite. (City Administrator)**
8. **Discussion and approval regarding the Park Maintenance Lead Person Job Description. (Assistant City Administrator)**
9. **Consideration and Action to approve the Interlocal Agreement for the Municipally Owned Building Energy Efficiency Retrofits Program with the State Energy Conservation Office.**

10. **Adjournment.**

Note: The City Commission for the City of Rio Hondo the right to adjourn into executive session at any time during this meeting to discuss any matters, as authorized by the Texas Government Code, including but not limited to Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

Note: The Meeting is accessible to Americans with Disabilities. Persons with disabilities who plan to attend this meeting and who may need assistance, please call the City Secretary at (956) 748-2102, with at least twenty-four hours prior to the meeting.



Gustavo Olivares

Mayor of the City of Rio Hondo

Posted: Friday, October 4, 2024, at 3:01 p.m.

I, City Secretary for the City of Rio Hondo, do hereby certify that this Notice of Meeting is a true and correct record and was posted in the bulletin board outside City Hall, and the bulletin board in the City Hall lobby, at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583 and remained so posted continuously for at least 72 hours preceding the scheduled time

ITEM 4

MINUTES FROM A REGULAR MEETING ON September 17, 2024

The Government Body of the City of Rio Hondo, Texas met for Special Meeting on September 17, 2024 at 6:00 pm in the Commission Chambers at City Hall, with Mayor- Gustavo Olivares Presiding- Present, Mayor Pro-Tem- Margaret Perez , Present and Commissioners, Juan Garza- Present, Esteban Bocanegra- Present Olga Gallegos- Present, and Jose Cavazos- Present

Also Present: Ben Medina, City Administrator, Ana L. Hernandez, Assistant City Administrator, Robert Drinkard, City Attorney, Lucy Garza, Finance Director, Sgt Rosales, Murl Kemmerling, PW Director, and Neal Cobb.

PLEDGE OF ALLEGIANCE –Led by Mayor Olivares

INVOCATION: By Commissioner Margaret Perez

Regular Agenda:

1. Mayor's and Commissioners' Reports

- Commissioner Margaret Perez questioned who is responsible for cleaning up the alleys. Mr. Medina replied that the citizens are responsible but they don't, therefore the City has been cutting and maintaining alleys.
- Commissioner Garza asked who is maintaining the school building; Mr. Medina replied that it was on the schedule for the following day.
- Mayor Olivares asked for update issue at Park; Mr. Medina replied they will be doing a swell with a wrap on to connect to the other swell and there would be no barrier.
- Commissioner Garza asked about problem with sewer backing up and spilling into ditch; Mr. Medina said that it should be corrected within a week; waiting on estimate to move forward

2. Reports: Administrator

- Mr. Medina stated the City of Rio Hondo has contracted Mr. Delgado to help with cutting grass at City Hall, the boat ramp, the parks, the piece of property on Mira Mar and the school building and other City Properties.

3. Public Comment Period: *Please Note- The Public Comment Period is designated for hearing concerns regarding City of Rio Hondo Public Policy or City of Rio Hondo business that is or is not on the agenda or items listed on the agenda.*

- **NO PUBLIC COMMENT**

4. Consideration and Action to approve the August 27, 2024, City Commission Minutes. Tabled.

- Commissioner Perez made motion to approve the Minutes for the August 27, 2024 meeting, Commissioner Gallegos seconded the motions. All voted “aye” Motion passed.

5. Audience with Neal Cobb – regarding Economic Development

- Mr. Cobb addressed the Council asking the City to consider selling the piece of property at Arroyo Escondido Subdivision. It would serve no purpose if he cannot acquire this piece of property from City. The Mayor pointed out that he was not pleased with how the property has not been kept up. He asked Mr. Cobb to put his proposal in writing and come back to the Commission for consideration.

6. **Public Hearing on the City of Rio Hondo Fiscal Year Budget from October 1, 2024 to September 30, 2025.**

- **PUBLIC HEARING OPENED AT 6:48 PM**

Commissioner Bocanegra requested a salary chart and stated line items were not matching. Mr. Medina explained the reason for discrepancy and added that it was due to 5% increase across the board and 14% increase to Police Department shifted the numbers for everyone. Mr. Medina gave a more detailed explanation to commissioners as to why the shift. The end result for this is to truly account what is going on with Budget. Commissioner Garza questioned the salary for Parks and Recreation; Mr. Medina answered that it is for the intended lead position for Parks with 2 laborers. Commissioner Garza requested a Job Description be prepared for next Commissioner’s Meeting

- **PUBLIC HEARING CLOSED AT 7:06 PM**

7. Consideration and Action approving the City of Rio Hondo Fiscal Year October 1, 2024 to September 30, 2025, budget.

- Commissioner Bocanegra made a motion to approve the budget for Fiscal Year October 1, 2024 to September 30, 2025, budget; Commissioner Perez seconded the motion; all voted “aye” to approve; motion carried

8. Consideration and Action to approve Resolution 2024-09 ratifying the property tax rate reflected in the City’s Fiscal Year October 1, 2024, to September 30, 2025, operating budget.

- Commissioner Cavazos made a motion to approve Resolution 2024-09 ratifying the property tax rate reflected in the City’s Fiscal Year October 1, 2024 to September 30, 2025, operating budget; Commissioner Bocanegra seconded the motion; all voted “aye” to approve, motion carried.

9. Public hearing on Ordinance 2024-10 of the city of Rio Hondo, Texas, levying ad valorem taxes for the use and support of the Municipal Government of the City of Rio Hondo, Texas, beginning October 1, 2024, ad ending September 30, 2025; providing for the apportioning each levy for specific purposed; providing a deadline; and providing for a lien on real and personal property to secure the payment of taxes asesessed.

- PUBLIC MEETING OPENED AT 7:20 PM
- PUBLIC MEETING CLOSED AT 7:21 PM

10. Consideration and Action approving Ordinance 2024-10 of the City of Rio Hondo, which approves a real and personal property rate of 0.812207 per \$100 valuation from October 1, 2024, to September 30, 2025.

- Commissioner Bocanegra made a motion to approve Ordinance 2024-10 of the City of Rio Hondo, which approved a real and personal property rate of 0.812207 per \$100 valuation from October 1, 2024 to September 30, 2025.

Commissioner Juan Garza	Voted	“AYE”
Commissioner Esteban Bocanegra	Voted	“AYE”
Mayor Pro Tem Margaret Perez	Voted	“AYE”
Commissioner Olga Gallegos	Voted	“AYE”
Commissioner Jose S. Cavazos	Voted	“AYE”

MOTION CARRIED

11. Consideration and Action approving the Employee Work Hours Policy, Employee Drug Policy, and Vacant Position Policy.

- There was discussion about the Employee Work Hours Policy – this item was tabled Mr. Drinkard will modify and bring back this policy for review at next meeting. The Employee Work Hours Policy was tabled for revision by Mr. Drinkard.
- The Vacant Position Policy WAS TABLED.
- Mr. Drinkard was instructed to draw up a new Employee Handbook implementing the new guidelines; he will have this ready in a month.
- Commissioner Bocanegra made a motion to approve the Employee Drug Policy with correction from “may” to “shall” submit for drug testing within 4 hours after an accident.; Commissioner Perez seconded the motion, all vote “aye” to approve, motion carried.

12. Consideration and Action on Holiday Calendar for Fiscal Year October 1, 2024, to September 30, 2025.

- Commissioner Bocanegra made a motion to approve the Holiday Calendar for Fiscal Year October 1, 2024, to September 30, 2025; Commissioner Perez seconded the motion; all voted “aye” to approve, motion carried.

13. Consideration and Action to cancel the September 24, 2024, City Commission Meeting.

- NO ACTION TAKEN

14. ADJOURNMENT.

- Commissioner Perez made a motion to adjourn the meeting at 8:10 pm. Commissioner Cavazos seconded the motion, all voted “aye” to approve the motion carried.

Approved

Gustavo Olivares, Mayor

Date: _____

Attest:

Ben Medina, City Administrator.

ITEM 7

ITEM 8

Basic Job Description: The successful candidate for Rio Hondo Facilities Maintenance /Parks & Recreation Supervisor will perform the following duties:

- This position will be a member of the Rio Hondo Facilities & Parks Lead Staff Team, responsible for general oversight and all aspects of site management of a newly expanded public park for which significant development is planned in the foreseeable future, including all day-to-day operations, recreational use plans, campgrounds, maintenance of all park facilities such as restrooms, playground equipment and small office area.
- Must have intermediate knowledge of /be able to operate and maintain all park equipment such as tractors, excavators, skid steer, backhoe, zero-turn mower, weed eater, chainsaw, and other equipment.
- Must be knowledgeable in general park operations and management, protocols, safety procedures, maintenance needs and routines, mowing/weed eating and other grounds care, litter pickup, cleaning restrooms, and picnic pavilions, and care of a boat ramp.
- Will also help as needed on varied park projects related to basic park facility management, repairs, public outreach events and interacting with park visitors in a friendly and professional manner.
- Basic familiarity with small engine repair, lawn care, and facility maintenance are required, with additional consideration given to those with backcountry camping, and other outdoor activities/ resource management experience.
- Knowledge and experience in public lands, forestry and/or wildlife and fisheries management practices and resource protection, as well as wildlife, fish and plant species, is strongly preferred.
- Schedules, monitors and/or performs preventative maintenance at City Buildings and Parks.
- Diagnoses problems and repairs in the areas of HVAC, electrical, plumbing, carpentry, dry walling, exterior structural, etc.
- Ensures that all work order requests are responded and completed promptly.
- Provides excellent customer service. This position is ultimately responsible for all customer relations associated with Parks, communications to the public, coordinating campsite and pavilion reservations via computer, phone and in person, coordinating employee timesheets and other management paperwork.
- Provides on-call service when scheduled and performs emergency maintenance work when needed.
- Inspects buildings and grounds to ensure safety and cleanliness, and alerts Management for items that need immediate attention.
- Assists Supervisor/Manager with scheduling and communicating with vendors

- Assists the City Administrator and Assistant City Administrator obtaining bids from outside contractors, as well as oversees contractor work for quality assurance.
- Assists with purchasing maintenance supplies for the property while staying within the planned budget limits.
- Communicates with supervisor regarding the overall maintenance function of the Community.
- This position will also work in conjunction with Public Works Dept maintenance crews and other staff for major projects as needed.
- Position requires basic computer knowledge, such as use of email and Web sites, and ability/willingness to learn campsite reservation software, customer check-in procedure.
- Employee must be willing to work non-traditional schedule, such as weekends, holidays, special events and evenings if needed. Provides on-call service when scheduled and performs emergency maintenance work when needed.
- Comply with all City of Rio Hondo policies such as a uniform dress code, background check, drug test, etc. Complies with all Standards, applicable health and safety rules and regulations, as well as applicable local, state, and federal.
- Other duties may also be assigned by City Administrator & Senior Staff.

Supervisor: This position will report directly to the City Administrator.

Qualifications: High school diploma or G.E.D. required; stronger consideration will be given to those with Park & Facilities Supervisory experience, and / or those with at least 3 years of experience working with a parks recreation, facilities maintenance, or public works department, and/or college coursework in parks and recreation, or related field. Five years of previous experience, or related experience is preferred. Valid

ITEM 9

STATE OF TEXAS

STATE ENERGY CONSERVATION OFFICE
AGREEMENT

COUNTY OF TRAVIS

CM24112

**INTERLOCAL AGREEMENT
FOR THE MUNICIPALLY OWNED BUILDING ENERGY EFFICIENCY RETROFITS PROGRAM**

This interlocal agreement (“Agreement”) is entered into by and between the Texas Comptroller of Public Accounts (“Comptroller”), State Energy Conservation Office (“SECO”) and City of Rio Hondo (“Contractor”) located at 121 N. Arroyo Blvd, Rio Hondo, Texas 78583.

I. Recitals

Whereas, on June 28, 2024, Comptroller issued a Request for Applications No. EECBG-IIJA1-2024 (“RFA”) for the Municipally Owned Building Energy Efficiency Retrofits Program to convert to energy efficiency retrofits;

Whereas, City of Rio Hondo submitted an application on or before August 16, 2024, in response to Comptroller’s RFA (“Application”);

Whereas, City of Rio Hondo was selected as a Successful Applicant;

Whereas, under this Agreement, City of Rio Hondo shall fully comply with all terms, conditions, requirements and other provisions of this Contract, including those set forth in the Attachments attached hereto and incorporated herein for all purposes; and

Whereas, in consideration of City of Rio Hondo’s compliance with all requirements of this Contract, Comptroller awards this Contract to the City of Rio Hondo.

Now, therefore, the parties hereby agree as follows:

II. Authority

This Agreement is entered into pursuant to authority granted in Chapter 403, Section 403.11, Texas Government Code; Chapter 447, Texas Government Code; the Oil Overcharge Restitutionary Act, Chapter 2305, Texas Government Code; the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and the State of Texas Oil Overcharge Funds Disbursement Plan. Funding for this program is provided by federal funds approved by the United States Department of Energy (“DOE”).

III. Services

City of Rio Hondo shall provide to Comptroller all of the services and deliverables described in and in the manner required by this Agreement all of the following documents (“Services”) as attached hereto and incorporated as part of this Agreement for all purposes. All terms and conditions of Comptroller’s RFA shall apply.

<u>Attachment A:</u>	Deliverables Statement;
<u>Attachment B:</u>	Budget;
<u>Attachment C-1:</u>	Assurance of Compliance, Nondiscrimination in State Assisted Programs;
<u>Attachment C-2:</u>	Assurance of Compliance, Nondiscrimination in State Assisted Programs;
<u>Attachment D:</u>	Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions;
<u>Attachment E:</u>	Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements;

<u>Attachment F:</u>	Disclosure of Lobbying Activities;
<u>Attachment G:</u>	Assurances – Non-Construction Programs;
<u>Attachment H:</u>	Intellectual Property Provisions;
<u>Attachment I:</u>	Subcontracting Provisions; Mandatory Flowdown Provision;
<u>Attachment J:</u>	Execution of Application;
<u>Attachment K:</u>	Nondisclosure Agreement;
<u>Attachment L:</u>	Comptroller’s RFA;
<u>Attachment M:</u>	City of Rio Hondo’s Application;
<u>Attachment N:</u>	Build America, Buy America
<u>Attachment O:</u>	Davis-Bacon Act
<u>Attachment P:</u>	LCPTTracker Flow Chart
<u>Attachment Q:</u>	LCPTTracker Training Schedule

In the event of a conflict, the documents shall control in the following order of precedence:

1. This Agreement, excluding Attachments;
2. Attachments A and B;
3. Attachments C-1 through H;
4. Attachment I;
5. Attachment O;
6. Attachment P;
7. Attachment N;
8. Attachment J;
9. Attachment K;
10. Attachment L;
11. Attachment M;

City of Rio Hondo represents and warrants that it completed and provided the following Attachments to Comptroller prior to executing this Agreement: C-1, D, E, F, G, H, I, J, K, N, and O. In addition, City of Rio Hondo represents and warrants that each of its subcontractors will complete and provide an Attachment C-2 to City of Rio Hondo and Comptroller prior to City of Rio Hondo executing this Agreement.

City of Rio Hondo shall retain full control over the personnel, equipment, supplies, and other items City of Rio Hondo selects as necessary to provide all of the services described in this Agreement.

City of Rio Hondo shall submit such records, information, and reports in such form and at such times as may be required by Comptroller; these reports shall include, but are not limited to, the reports specified in Attachment A.

City of Rio Hondo’s performance under this Agreement is limited to the requirements set forth in this Agreement, including services reasonably related to satisfying those requirements.

City of Rio Hondo represents and warrants that it has the requisite qualifications, experience, personnel and other resources to provide all of the required Services to Comptroller in the manner required by this Agreement. Comptroller shall look solely to City of Rio Hondo for performance of this Agreement. City of Rio Hondo shall provide the services under the direction of Comptroller. City of Rio Hondo shall be the sole point of Contract responsibility. City of Rio Hondo shall be liable, both individually and severally, for the performance of all obligations under this Contract, and shall not be relieved of the non-performance of any subcontractor.

IV. Payments

Total payments to City of Rio Hondo under this Agreement shall not exceed **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$250,000.00)**. City of Rio Hondo’s payments under this Agreement are limited to reimbursements of actual authorized costs incurred pursuant to the budget provided in Attachment B. No other

XI. Notice

Any notice relating to this Agreement, which is required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be addressed to the receiving party at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient’s address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

Comptroller: Texas Comptroller of Public Accounts
State Energy Conservation Office
111 E. 17th Street
Austin, Texas 78774

City of Rio Hondo: City of Rio Hondo
121 N. Arroyo Blvd
Rio Hondo, Texas 78583

XII. Funding

Comptroller’s performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Comptroller of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Comptroller, subject to the availability and receipt of these funds. In addition, Comptroller’s authority and appropriations are subject to the actions of the Texas Legislature. If Comptroller becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Comptroller may terminate this Agreement without penalty to Comptroller or the State of Texas. In the event of a termination or cancellation under this Section, Comptroller shall not be required to give notice and not be liable for damages or losses caused or associated with such termination or cancellation.

XIII. Insurance

City of Rio Hondo has and will maintain in force during the term of this Agreement insurance coverage or an adequate program of self-insurance to cover its indemnification obligations under this Agreement. As a political subdivision of the State of Texas, City of Rio Hondo will address issues of general liability in accordance with the Texas Civil Practice and Remedies Code, Chapter 101 (the Texas Tort Claims Act) and Chapter 102 (Tort Claims Payments by Local Governments). City of Rio Hondo will maintain Workers’ Compensation insurance in the amounts required by state and federal law.

XIV. Assignment

City of Rio Hondo shall not transfer or assign any rights or duties under or any interest in this Agreement. City of Rio Hondo shall not delegate its responsibilities or duties under the terms of this Agreement.

XV. Property Rights

For the purposes of this Agreement, the term “Work” is defined as all reports, work papers, work products, materials, approaches, designs, specification, systems, documentation, methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under this Agreement. City of Rio Hondo owns and will continue to own all right, title and interest and all proprietary rights in and to the Work and any and all documentation or other products and results of the services rendered by City of Rio Hondo, including all trade secret, copyright, patent, trademark, and other proprietary rights.

City of Rio Hondo hereby grants Comptroller a perpetual, royalty-free, nonexclusive, irrevocable, transferable, worldwide license for governmental purposes to use, reproduce, distribute, display, and perform the Work and to prepare derivative works based thereon. Additionally, upon delivery of the Work to Comptroller, and upon full payment to City of Rio Hondo hereunder by Comptroller for such Work, Comptroller shall be deemed to have paid all non-commercial license, support, maintenance, subscription, and other fees of any kind, and City of Rio Hondo understands and agrees to this provision.

In the event that either party intends to use, reproduce, display, or perform such Work for commercial purposes, the parties agree in good faith to negotiate the applicable license.

No later than the first calendar day after the termination or expiration of this Agreement or at Comptroller's request, City of Rio Hondo shall deliver to Comptroller all completed, or partially completed, Work and any and all documentation or other products and results of these services. Failure to timely deliver such Work and any and all documentation or other products and results of services shall be considered a material breach of this Agreement.

In the event of any conflicting provisions between this Section and Attachment H, Attachment H shall control.

Title to and control over equipment or license of any software so purchased for City of Rio Hondo's performance under this Agreement shall remain with City of Rio Hondo so long as it is being used for the purpose for which it was intended under the terms of this Agreement.

XVI. Severability Clause

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

XVII. Dispute Resolution Process

Chapter 2260 of the Texas Government Code ("Chapter 2260") prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Comptroller has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. City of Rio Hondo shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Comptroller and City of Rio Hondo to attempt to resolve any claim for breach of contract made by City of Rio Hondo under this Agreement:

- (A) City of Rio Hondo's claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, City of Rio Hondo shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his or her designee. Said notice shall also be given to all other representatives of Comptroller and City of Rio Hondo otherwise entitled to notice under this Agreement. Compliance by City of Rio Hondo with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is City of Rio Hondo's sole and exclusive process for seeking a remedy for an alleged breach of contract by Comptroller if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practice and Remedies Code.

Neither the execution of this Agreement by Comptroller nor any other conduct of any representative of Comptroller relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Comptroller and City of Rio Hondo shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties' attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Comptroller and City of Rio Hondo within fifteen (15) days after written notice by one of them demanding mediation under this Section. City of Rio Hondo and Comptroller shall pay all costs of the mediation equally. By mutual agreement, Comptroller and City of Rio Hondo may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Comptroller and City of Rio Hondo shall in good faith utilize mediation or another non-binding dispute resolution process before pursuing litigation. Comptroller's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Comptroller of: (1) any rights, privileges, defenses, remedies or immunities available to Comptroller as an agency of the State of Texas or otherwise available to Comptroller; (2) Comptroller's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

XVIII. Applicable Law and Conforming Amendments

City of Rio Hondo shall comply with all state and federal laws, regulations, requirements and guidelines applicable to a City of Rio Hondo providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Comptroller reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Comptroller's or City of Rio Hondo's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

XIX. Additional Provisions

19.1 Time Limits

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

19.2 No Waiver

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Comptroller or otherwise available to Comptroller or City of Rio Hondo. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Comptroller or City of Rio Hondo under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Comptroller or City of Rio Hondo do not waive any privileges, rights, defenses, or immunities available to them by entering into this Agreement or by their conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller or City of Rio Hondo must be in writing, must reference this Section, and must be signed by Comptroller and City of Rio Hondo to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Comptroller shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

amounts shall be paid. Each month, City of Rio Hondo shall submit to Comptroller each request for payment by submitting a detailed invoice to Comptroller, listing expenses by budget categories. City of Rio Hondo shall submit invoices that are fully supported by receipts and such other documentation. Comptroller reserves the right, in its sole discretion, to withhold payment of invoices for which City of Rio Hondo does not submit documentation acceptable to Comptroller. City of Rio Hondo shall submit monthly invoices for equipment purchased, services performed and costs incurred in the prior month.

Comptroller reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Comptroller must give prior approval of all such revisions through its execution of a written amendment to this Agreement. City of Rio Hondo may submit a request for reimbursement after contract termination provided the eligible expenses were incurred during the term of the Agreement.

V. Term

The term of this Agreement shall begin on the date executed by Comptroller, after having first been signed by City of Rio Hondo, and shall be effective until August 31, 2025 (“Termination Date”) unless terminated earlier in accordance with other provisions of this Agreement. Notwithstanding the termination or expiration of this Agreement, the provisions of this Agreement regarding confidentiality, indemnification, payments, records, and dispute resolution shall survive the termination or expiration dates of this Contract.

VI. Termination

Comptroller reserves the right, in its sole discretion, to terminate this Agreement at any time, with or without cause, upon thirty (30) days’ written notice to City of Rio Hondo.

Upon receipt of notice of termination from Comptroller, City of Rio Hondo shall immediately cease to submit monthly statements or requests for reimbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this Agreement as of the effective date of such termination and shall otherwise cease to incur any costs. City of Rio Hondo cannot incur new costs after termination but can seek reimbursement for eligible costs incurred during the Agreement term. Comptroller shall have no liability whatsoever for any costs incurred after such termination date. Upon termination for a breach of this Agreement or failure to comply with the terms of this Agreement, City of Rio Hondo may be required to return any or all grant funds to Comptroller.

VII. Records Retention, Right to Audit, and Monitoring

A. Retention of Records. City of Rio Hondo shall maintain and retain fiscal records and supporting documentation for all expenditures related to this Agreement at its principal office adequate to ensure that claims for grant funds are in accordance with applicable Comptroller and State of Texas requirements. City of Rio Hondo shall maintain all such documents and other records relating to this Agreement for a period of seven (7) years after the date of submission of the final invoice or until a resolution of all billing questions, whichever is later.

B. Access to Records. City of Rio Hondo shall give DOE, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, Comptroller, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by City of Rio Hondo pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by City of Rio Hondo. City of Rio Hondo shall cooperate with auditors and other authorized representatives of Comptroller and the State of Texas and shall provide them with prompt access to all such property as requested by Comptroller or the State of Texas. By example and not as exclusion to other breaches or failures, the City of Rio Hondo’s failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Comptroller to immediately terminate this Agreement. City of Rio Hondo agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552 of the Texas Government Code.

C. Right to Audit. Comptroller may require, at City of Rio Hondo's sole cost and expense, independent audits by a qualified certified public accounting firm of City of Rio Hondo's books and records or the State's property. The independent auditor shall provide Comptroller with a copy of such audit at the same time it is provided to City of Rio Hondo. Comptroller retains the right to issue a request for applications for the services of an independent certified public accounting firm under this Agreement. In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of City of Rio Hondo or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by City of Rio Hondo or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, City of Rio Hondo or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code. City of Rio Hondo shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors or sub-contractors through the City of Rio Hondo and the requirement to cooperate is included in any subcontract it awards. The state auditor shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the City of Rio Hondo relating to this Agreement.

D. Monitoring. Comptroller may also carry out monitoring and evaluation activities to ensure City of Rio Hondo's compliance with the programs that are the subject of this Agreement and to make available copies of all financial audits and related management letters of City of Rio Hondo and any subcontractors as required under any applicable federal or state law or guidelines.

VIII. Indemnification

TO THE EXTENT PERMITTED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS, CITY OF RIO HONDO SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND COMPTROLLER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF City of Rio Hondo OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THIS CONTRACT. THE DEFENSE SHALL BE COORDINATED BY City of Rio Hondo WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND City of Rio Hondo MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. City of Rio Hondo AND COMPTROLLER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

IX. Subcontracting

City of Rio Hondo may subcontract or sub-grant for the purposes of this Agreement as specifically authorized by Comptroller pursuant to the terms and subject to compliance with the flow down provisions of Attachment I of this Agreement.

X. Amendments

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Comptroller may unilaterally amend this Agreement as provided in Section XVIII.

19.3 No Liability upon Termination

If this Agreement is terminated for any reason, Comptroller and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts arising from or related to any such termination.

19.4 Limitation on Authority; No Other Obligations

City of Rio Hondo shall have no authority to act for or on behalf of Comptroller or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. City of Rio Hondo may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Comptroller.

19.5 No Other Benefits

City of Rio Hondo shall have no exclusive rights or benefits other than those set forth herein.

19.6 Force Majeure

Except as otherwise provided, neither City of Rio Hondo nor Comptroller shall be liable to the other for any delay in, or failure of performance, of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

19.7 Debts or Delinquencies to State

City of Rio Hondo acknowledges and agrees that, to the extent City of Rio Hondo owes any debt or delinquent taxes to the State of Texas, any payments or other amounts City of Rio Hondo is otherwise owed under or related to this Agreement may be applied by the Comptroller of Public Accounts toward any debt or delinquent taxes City of Rio Hondo owes the State of Texas until the debt or delinquent taxes are paid in full. These provisions are effective at any time City of Rio Hondo owes any such debt or delinquency. City of Rio Hondo shall comply with rules adopted by the Comptroller under Sections 403.055, 403.0551, and 2252.903 of the Texas Government Code, and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.

Furthermore, City of Rio Hondo acknowledges and agrees that any obligation to refund or return grant funds based on termination or breach of this Agreement entered into by City of Rio Hondo and Comptroller creates "a debt to the state" for purposes of Section 403.055 of the Texas Government Code. City of Rio Hondo further acknowledges and agrees that the terms of this Agreement are sufficient to create a debt by agreement between the City of Rio Hondo and Comptroller. Comptroller agrees that it shall provide City of Rio Hondo the opportunity to contest the amount due or the existence of a breach through an internal administrative review process which shall be determined by Comptroller. Applicant's failure to return any amount owed upon conclusion of Comptroller's administrative review process shall allow Comptroller to use the warrant-hold process under Section 403.055 of the Texas Government Code as a means of enforcing City of Rio Hondo's compliance with the terms of the Grant Agreement or to recover grant funds required to be returned by City of Rio Hondo under the terms of this Agreement.

If City of Rio Hondo is a "local government entity" as defined under Section 271.151 of the Texas Local Government Code, City of Rio Hondo acknowledges and agrees that this Agreement is a written contract stating the essential terms for providing services to City of Rio Hondo, and therefore, this Agreement is subject to Chapter 271, Subchapter I, of the Local Government Code which waives sovereign immunity for certain breach of contract claims.

19.8 No Conflicts

City of Rio Hondo represents and warrants that City of Rio Hondo has no actual or potential conflicts of interest in providing services to Comptroller under the Contract and that City of Rio Hondo's provision of services under the Contract would not reasonably create an appearance of impropriety. Without limitation on the foregoing, other disclosures required under this Contract, and other prohibited work provisions of this Contract, City of Rio Hondo shall, throughout the term of this Contract, comply with and provide all of the following: provide to Comptroller, upon request, a copy of City of Rio Hondo's most recent audit, if any, together with a full disclosure of any and all internal control weaknesses, if any; disclose and describe in detail City of Rio Hondo's most recent peer review, if any, stating the date of the review and irregularities, if any, and concluding comments; disclose and describe in detail any emerging irregularities, if any, that could materially affect Comptroller's interests; and disclose and describe in detail how City of Rio Hondo examines whether City of Rio Hondo's outside auditors provide consulting or other services to City of Rio Hondo or City of Rio Hondo's clients or to Comptroller.

19.9 Comptroller's Anti-Fraud Policy

City of Rio Hondo represents and warrants that it has read and understood and shall comply with Comptroller's Anti-Fraud Policy located on Comptroller's website at <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of this Agreement.

19.10 Texas Public Information Act; Confidential Information

Each party is responsible for complying with the provisions of Chapter 552, Texas Government Code (Texas Public Information Act) and the Attorney General Opinions issued under that statute. Comptroller and City of Rio Hondo expect that all information exchanged between them will be public information. In the event confidential information is exchanged, Comptroller and City of Rio Hondo shall comply with all applicable state and federal laws and regulations regarding confidentiality, privacy, and security of information. Responses to requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act.

19.11 Patent, Trademark, Copyright and Other Infringement Claims

City of Rio Hondo shall defend and indemnify Comptroller and the State of Texas against claims of patent, trademark, copyright, trade secret or other proprietary rights, violations or infringements arising from Comptroller's or City of Rio Hondo's use of or acquisition of any services or other items provided to Comptroller by City of Rio Hondo or otherwise to which Comptroller has access as a result of City of Rio Hondo's performance under this Agreement, provided that Comptroller shall notify City of Rio Hondo of any such claim within a reasonable time of Comptroller's receiving notice of any such claim. If City of Rio Hondo is notified of any claim subject to this Section, City of Rio Hondo shall notify Comptroller of such claim within five (5) working days of such notice. If Comptroller determines that a conflict exists between its interests and those of City of Rio Hondo or if Comptroller is required by applicable law to select separate counsel, Comptroller shall be permitted to select separate counsel and the reasonable costs of such Comptroller's counsel shall be paid by City of Rio Hondo. City of Rio Hondo shall make no settlement of any such claim without Comptroller's prior written approval. City of Rio Hondo shall reimburse Comptroller and the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including, but not limited to, attorneys' fees and court costs, arising from any such claim. City of Rio Hondo represents that it has determined what licenses, patents and permits are required under this Agreement and has acquired or will acquire all such licenses, patents and permits prior to commencement of services under this Agreement.

19.12 DTPA; Unfair Business Practices

City of Rio Hondo represents and warrants that it has not been the subject of a Deceptive Trade Practices Act (DTPA) or any unfair business practice administrative hearing or court suit and that City of Rio Hondo has not been found to be guilty of such practices in such proceedings. City of Rio Hondo certifies that it has no officers who have served as officers of other entities who have been the subject of a DTPA claim or any unfair business administrative hearing or

court suit and that such officers have not been found to be guilty of such practices in such proceedings.

19.13 Immigration

City of Rio Hondo represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Reform and Immigrant Responsibility Act of 1996 regarding employment verification and retention of verification forms for any individuals hired, who will perform any labor or services under this Agreement. City of Rio Hondo also represents and warrants that it shall comply with the requirements of the Immigration Act of 1990 enacted on November 29, 1990, regarding creation of the lottery system for granting visas, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 enacted on September 30, 1996 which created three year, ten year and permanent bars to entrance into the United States.

19.14 Antitrust

Pursuant to 15 U.S.C. Sec. 1, et seq. and Tex. Bus. & Comm. Code Sec. 15.01, et seq., City of Rio Hondo represents and warrants that neither City of Rio Hondo nor any firm, corporation, partnership, or institution represented by City of Rio Hondo, nor anyone acting for such firm, corporation or institution has violated Texas antitrust laws or federal antitrust laws, nor communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business.

19.15 Texas Family Code

Under Section 231.006, Texas Family Code (relating to child support), City of Rio Hondo certifies that the individual or business entity named in this Agreement is eligible to receive payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

19.16 Criminal Conviction Certification

City of Rio Hondo certifies that neither City of Rio Hondo or any of its employees, agents, or representative, including any subcontractors and employees, agents, or representative of such subcontractors, to be assigned to the services hereunder, has been convicted of a felony criminal offense, or that if such a conviction has occurred or occurs during the term of this Agreement, City of Rio Hondo will immediately fully advise Comptroller as to the facts and circumstances.

19.17 Financial Interests; Gifts

City of Rio Hondo represents and warrants that neither City of Rio Hondo nor any person or entity which will participate financially in this Agreement has received compensation from Comptroller for participation in preparation of specifications for this Agreement. In addition, under Section 2155.004, Texas Government Code, City of Rio Hondo certifies that it is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate. City of Rio Hondo represents and warrants that it has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to any public servant or employee in connection with this Agreement. City of Rio Hondo certifies that it is in compliance with Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency.

19.18 Buy Texas

City of Rio Hondo represents and warrants that, in accordance with Section 2155.4441, Texas Government Code, it shall purchase products and materials produced in Texas when they are available at a comparable price and in a comparable period of time.

19.19 False Statements; Breach of Representations

By signature to this Agreement, City of Rio Hondo makes all the representations, warranties, covenants, and certifications included in this Agreement. Notwithstanding any provision of this Agreement to the contrary, if City of Rio Hondo signs this Agreement with a false statement or it is subsequently determined that City of Rio Hondo has violated any of the representations, warranties, covenants or certifications included in this Agreement, City of Rio Hondo shall be in default under this Agreement and Comptroller may terminate or void this Agreement for cause and pursue other remedies available to Comptroller under this Agreement and applicable law.

19.20 Prohibited Use of Appropriated or Other Funds Under Control of State Agency; Lobbying

City of Rio Hondo represents and warrants that Comptroller's payment to City of Rio Hondo and City of Rio Hondo's receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005, 556.0055, or 556.008, Texas Government Code.

19.21 Certification Concerning Hurricane Relief

Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from awarding a contract to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, City of Rio Hondo certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certifications inaccurate.

19.22 Debarred Vendors List

City of Rio Hondo represents and warrants that the offering entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that City of Rio Hondo is in compliance with the State of Texas statutes and rules relating to procurement and that City of Rio Hondo is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

19.23 Drug Free Workplace

City of Rio Hondo represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

19.24 No Boycott-State of Israel

Pursuant to Section 2270.002 of the Texas Government Code, City of Rio Hondo does not boycott Israel and will not boycott Israel during the term of the Contract.

19.25 Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, City of Rio Hondo certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

19.26 Foreign Terrorist Organizations

City of Rio Hondo represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19.27 Energy Company Boycotts

City of Rio Hondo represents and warrants that: (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term this Agreement, City of Rio Hondo shall promptly notify CPA.

19.28 Firearm Entities and Trade Associations Discrimination

City of Rio Hondo verifies that: (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the term of this Agreement, City of Rio Hondo shall promptly notify CPA.

19.29 COVID-19 Vaccine Passport Prohibition

Under Section 161.0085 of the Texas Health and Safety Code, City of Rio Hondo certifies that the individual or business entity named in this Agreement is not ineligible to receive this Agreement.

XX. Merger

This Agreement, and its accompanying attachments, contain the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

XXI. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

Texas Comptroller of Public Accounts

City of Rio Hondo

By: _____

By: _____

Lisa Craven
Deputy Comptroller

Ben Medina, Jr.
City Administrator

Date: _____

Date: _____

ATTACHMENT A
DELIVERABLES STATEMENT

A. Deliverables

Prior to the commencement of any activities or procurements, the City of Rio Hondo shall request from SECO an ASHRAE Level II audit of the proposed energy efficiency retrofits described in Section 2: Project Description of the RFA No. EECBG-IIJA1-2024 approved application. The City of Rio Hondo shall provide to the energy auditor 12 months of utility bills prior to audit commencement. The audit purpose is to determine projected energy and demand savings for the proposed retrofits and to validate Build America Buy America material compliance.

Upon completion of the ASHRAE Level II audit, the City of Rio Hondo shall submit Build America Buy America material compliance certifications to SECO for approval prior to procuring equipment and materials. When the SECO Contract Manager approves the compliance certifications, the City of Rio Hondo may proceed with energy efficiency retrofit activities.

City of Rio Hondo shall provide labor and materials to install the energy efficiency retrofits described in Section 2: Project Description of the RFA No. EECBG-IIJA1-2024 application and otherwise required by this Agreement. The labor and materials shall include, but are not limited to, the furnishing of all personnel and the procurement of all equipment, supplies, and other items necessary to install the energy efficiency retrofits in compliance with this Agreement. City of Rio Hondo shall review and implement Comptroller recommendations, as Comptroller adopts them from time to time, so that the deliverables may be expeditiously and satisfactorily completed. City of Rio Hondo shall meet with Comptroller at such times as Comptroller may reasonably request to discuss the progress of deliverables and any other matters that may arise in regard to this Agreement.

B. Standards of Performance

1. Furnish itemized list of all proposed equipment (type and quantity) with detailed cut sheets/specifications, and efficiencies for each piece of equipment and system prior to ordering equipment. The itemized list must demonstrate compliance with Build America Buy America (BABA) requirements and the Contract Manager must approve the BABA equipment before it is ordered.
1. Standard Warranty: All labor and materials for one (1) year from date of substantial completion. All new fixtures shall have a five-year warranty.
2. The specification/requirements for construction and installation of the retrofits replacement systems must meet or exceed equipment and system efficiency standards established in the 2018 IECC or later versions as may be adopted by any local authority having jurisdiction over the project.
3. The proposed retrofits and any impacts on existing building systems must comply with applicable building codes such as the National Electrical Code (“NEC”), and the National Fire Protection Association (NFPA).
4. Light levels: City of Rio Hondo must conduct pre-retrofit surveys of existing fixture light levels, wattage, and reflector distribution. Post retrofit foot-candles (FC) must meet or exceed existing FC levels and be in compliance with IES standards for the application. Installation shall comply with City’s outdoor lighting ordinance(s). Proposed retrofits shall comply with dark-sky ordinance(s) as applicable.
5. During the retrofit, the function and operation of all other existing control systems (timeclock, Building Automation System (BAS), and/or photocell) shall be preserved.
6. New energy efficiency retrofits equipment shall be programmed and tested with the current operating schedules.
7. All energy efficiency retrofits equipment proposed shall be new, manufactured, rated, and certified for the use proposed by the installer. Installations or combinations of equipment proposed under this contract shall at no time violate, invalidate, or disallow any rating or certification such as Underwriter’s Laboratories (UL), etc.

8. Commissioning of energy efficiency retrofits, and the associated retrofit controls/systems shall be required.
9. A licensed trade specialist licensed by the Texas Department of Licensing and Regulation must:
 - Provide individual name and license number for each trade specialist who supervised the work; and
 - Certify that energy efficiency retrofits and fixtures were installed in accordance with manufacturer's recommendations, and that the energy efficiency retrofits and fixtures meet applicable codes for the application.
10. Applicant must certify the following:
 - a. Proper installation in accordance with manufacturer's recommendations;
 - b. Provide a letter stating proper disposal of existing equipment and any hazardous material waste pursuant to Texas Administrative Code, Chapter 335; and
 - c. No conflicts of interest exist with the Applicant.

C. Davis Bacon Training

Prior to commencement of retrofit activities, the City of Rio Hondo and its vendor, if applicable, shall attend LCPtracker contractor training sessions as set forth in Attachment Q and obtain access to LCPtracker for weekly certified payroll reporting for all contractors and subcontractors.

D. Reimbursement Requests and Reporting

1. Reimbursement Requests. City of Rio Hondo shall submit a minimum of two reimbursement requests with required support documentation. Reimbursement requests shall be through the SECO contract portal.
 - Monthly invoices should itemize the total labor, materials, and equipment of the installation project including electrical control equipment. All installations must comply with the current codes and original manufacturers product specifications.
 - Submit with each reimbursement request, a:
 - Texas Master/ Journeyman Electrician Name and License number who supervised the work;
 - Texas Master/ Journeyman Electrician certification that the replaced LED lighting systems and control equipment was installed in accordance with current codes and manufacturer's recommendations.
 - Final inspection reports and close out warranty information, spec sheets, and ongoing maintenance procedures for all LED equipment installed.
2. Monthly Reports. The report shall include, at a minimum and as applicable, the following information: Building(s)/areas retrofitted, retrofit activities; and total square footage of retrofitted areas. Issues or concerns should also be included in the Monthly Report. Report submission shall be through the SECO contract portal each month no later than the 10th day of the following month.
3. Quarterly Reports. Due every 3 months (based on the state fiscal year) no later than the 10th day of the month following the end of the quarter. The report shall include, at a minimum a recap of the monthly report activities. Reports shall be submitted electronically as a Microsoft Word document through the SECO contract portal in addition to completing the online report.
4. Final Report. Due 30 days after the completion of the project. At project completion, provide building name, areas, and physical address and location(s) of all new replaced equipment and controls and include the completed follow up inspection reporting required by SECO. The report shall also include, at a minimum and as applicable, a summary of all monthly reporting. The report shall be submitted electronically as a Microsoft Word document through the SECO contract portal in addition to completing the online report.

ATTACHMENT B

BUDGET

The following Budget includes all costs for performing the Municipally Owned Building Energy Efficiency Retrofits as described in the contract. Comptroller will not prepay any amounts. All costs in this Attachment B are not-to-exceed total costs.

Personnel¹	\$ 0.00
Subcontract	\$ 250,000.00
Equipment	\$ 0.00
Supplies and Materials	\$ 0.00
TOTAL	\$ 250,000.00

¹ PROJECT MANAGER NAME, shall be Project Director for this project and shall be responsible for the overall supervision and conduct of the project on behalf of City of Rio Hondo. Any Change of Project Director shall be subject to the prior written approval of Comptroller.