



Craig O'Sullivan, President
George Pinder, Vice President
Donald Zuckero, Position 1
Smokey Mather, Position 2

Dianna Taylor, Position 4
Floyd Harvey, Position 5
Bob Hotten, Position 6

CALL TO ORDER

COMMENTS FROM AUDIENCE

1. Approval of minutes of meeting held on October 14, 2019. [MIN 20-013](#)
Recommended Action: Approval
Attachments: [CD_MR_101419](#)
2. Introduction of new member of the CCPD Board of Directors. [APT 20-001](#)
Recommended Action: Please welcome Mr. Harvey to the Board.
3. Presentation of the Quarterly Financial Report for the FY 2019-2020 First Quarter ended December 31, 2019. [RPT 20-004](#)
Recommended Action: Accept the quarterly financial report for the FY 2019-2020 first quarter ended December 31, 2019.
Department: Finance Director Todd
Attachments: [CCPD - 2020 1Q Financials](#)
4. Consideration of and action on a quarterly plan for expenditures for the period of January 1, 2020 through March 31, 2020. [QEP 20-003](#)
Department: Captain Conner
Attachments: [ccpd 1st quarter](#)
5. Update on the Request for Qualifications (RFQ) for Architectural Services for Programming and Master Planning of the new Emergency Operations Center. [DIS 20-013](#)
Recommended Action: Discussion only.
Attachments: [DP- RFQ for PD EOC \(1\)](#)

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

6. Discussion of CCPD Board of Directors meeting dates for FY 2019-2020.

[DIS 20-014](#)

Recommended Action: Discuss the Board of Directors meeting dates for FY 2019-2020.

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
January 17, 2020

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary office at 281-478-7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: MIN 20-013 **Version:** 1 **Name:**
Type: Minutes **Status:** Agenda Ready
File created: 1/16/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Approval of minutes of meeting held on October 14, 2019.
Sponsors:
Indexes:
Code sections:
Attachments: [CD_MR_101419](#)

Date	Ver.	Action By	Action	Result
1/20/2020	1	Crime Control District		

Approval of minutes of meeting held on October 14, 2019.

Summary:

Fiscal/Budgetary Impact:

Approval

CITY OF DEER PARK

CCPD 1-159

710 EAST SAN AUGUSTINE STREET

DEER PARK, TEXAS 77536

MINUTES

OF

THE REGULAR MEETING OF THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT BOARD OF DIRECTORS HELD AT CITY HALL COUNCIL CHAMBERS, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS, ON OCTOBER 14, 2019 BEGINNING AT 5:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

CRAIG O’SULLIVAN	PRESIDENT
GEORGE PINDER	VICE PRESIDENT
SMOKEY MATHER	MEMBER
DIANNA TAYLOR	MEMBER
SHANNON BENNETT	SECRETARY
DONNA TODD	TREASURER

1. MEETING CALLED TO ORDER – President Craig O’Sullivan called the meeting to order at 5:15 p.m.
2. COMMENTS FROM AUDIENCE – No comments received.
3. APPROVAL OF MINUTES OF REGULAR MEETING OF JULY 8, 2019 – Motion was made by Dianna Taylor and seconded by Smokey Mather to approve the minutes of the regular meeting on July 8, 2019. Motion carried unanimously.
4. CONSIDERATION OF AND ACTION ON ELECTION OF OFFICERS FOR 2019-2020 – Motion was made by Dianna Taylor and seconded by Smokey Mather to approve the slate of Officers to remain the same. Motion carried unanimously.
5. CONSIDERATION OF AND ACTION ON THE ANNUAL REVIEW AND AN ORDER TO ADOPT THE INVESTMENT POLICY FOR THE DEER PARK CRIME CONTROL AND PREVENTION DISTRICT – Treasurer, Donna Todd gave an overview of the recently updated Investment Policy in accordance with the Texas Public Funds Investment Act, Government Code Ch. 2256 making several minor changes, including the recommendation of the City’s Investment Advisor, Valley View Consulting, L.L.C., to add another broker/dealer to the list of authorized broker/dealers to ensure a competitive environment if and when the City requests bids for security investments. The City Council approved this change as part of it’s annual review of the City’s Investment Policy in September 2019, and Multi-Bank Securities, Inc. has been added to the list of authorized broker/dealers. The change has been incorporated in the District’s Investment Policy and are summarized on the Crime Control Prevention District Investment Policy Review. This change has been included in the District’s policy for 2019. (Exhibit A1)

Motion was made by Smokey Mather and seconded by Dianna Taylor to adopt the Investment Policy for the Deer Park Crime Control and Prevention District. Motion carried unanimously.

6. PRESENTATION OF THE QUARTERLY FINANCIAL REPORT FOR THE FY 2018-2019 FOURTH QUARTER ENDING SEPTEMBER 30, 2019 – Treasurer, Donna Todd presented the Financial Report and highlighted the statement of revenues and expenditures. (Exhibit B1)

Motion was made by Dianna Taylor and seconded by Smokey Mather to approve the FY 2018-19 Crime Control Prevention District Budget and submission to City Council.

7. CONSIDERATION OF AND ACTION ON A QUARTERLY PLAN FOR EXPENDITURES FOR THE PERIOD OF OCTOBER 1, 2019, THROUGH DECEMBER 31, 2019 – Captain Wade Conner presented the list of expenditures to the Board. Captain Conner commented, “I will just be covering the big ticket items. I believe the Chief signed off on the PO for the chairs for the employees in the breakroom and patrol briefing. We have already paid out for the Motorola radios. We put a lot of our budget into motion waiting on October 1st, and everything started coming together after October 1st. We have already purchased the 19 tasers to be assigned to officers. We are in the process and I am meeting with City Engineer Adam Ballasteros for the RFQ on the conceptual drawings to add onto the building for the EOC, which will also expand our Records Division which is packed right now. We are going to move our desks back but we are still talking about it. It will open up a lot more room that we desperately need right now. If you would have been there during the ITC incident with all the dispatchers, you would understand. We put into motion getting the fiber optics for our records management system. We got that started back in September, everything was put in place and it is moving right along now and they are getting all the agreements signed. The upgrade to the building automated system that shuts off the air for our main unit will go in front of Council. The vehicles and their equipment have been ordered but General Motors has gone on strike and we are not sure as to how long it will be before we get all of them back.” (Exhibit C1-C2)
8. CONSIDERATION OF AND ACTION ON APPROVING AN AMENDMENT TO THE FY 2019-2020 CRIME CONTROL AND PREVENTION DISTRICT BUDGET FOR RECONSTRUCTION OF THE BERM AT THE FIRING RANGE – Finance Director Donna Todd advised the Board of the budgeted amount of \$730,000.00 for reconstruction of the berm at the Firing Range that was damaged by Hurricane Harvey. The lowest bid of \$788,788.78 from Jerdon Enterprises is \$58,788.78 higher than the budget estimate, therefore it is necessary to amend the budget for the additional monies needed to complete the project. Ms. Todd also advised the Board that the City has received a FEMA Public Assistance grant, which will reimburse 90 percent (90%) of eligible project costs. When received, those funds would be transferred to the Crime Control and Prevention District budget.

President O’Sullivan asked, “Do we have the funds to cover this?”

Ms. Todd responded, “Yes. You are offsetting prior funds from the revenues, basically the reserves.”

Assistant City Manager Gary Jackson gave an overview of the FEMA process that compares the bids among the metropolitan areas and narrows down what amount will be granted by FEMA and considered as eligible project costs.

Motion was made by George Pinder and seconded by Smokey Mather to amend the FY 2019-2020 Crime Control and Prevention District budget for reconstruction of the berm at the Firing Range. Motion carried unanimously.

9. CONSIDERATION OF AND ACTION ON AN AMENDMENT NO.4 TO THE AGREEMENT WITH THE CITY OF DEER PARK FOR CRIME CONTROL PREVENTION DISTRICT PERSONNEL, VEHICLES, FACILITIES, EQUIPMENT, AND INVESTMENTS – Assistant City Manager, Gary Jackson advised the Board of the amendment to the annual agreement for all the administrative services and duties performed by the City for FY 2019-2020 on behalf of the District. (Exhibit D1-D4)

Motion was made by Dianna Taylor and seconded by George Pinder to amend the agreement for personnel, vehicles, facilities, equipment and investments for FY 2019-2020. Motion carried unanimously.

10. CONSIDERATION OF AND ACTION ON A RECOMMENDATION TO CITY COUNCIL FOR THE AWARD OF BID ON THE REPAIRS TO THE POLICE FIREARMS TRAINING FACILITY – Assistant City Manager, Gary Jackson gave a brief summary of bid tabulation sheet that included the low bidder, Jerdon Enterprises. The City Engineer Adam Ballasteros checked the references for Jerdon and is confident in their ability to complete the job. The contractor will bill and be paid monthly after City Council approves the payment and the City would then submit reimbursement from FEMA.

Member Dianna Taylor asked, “Will the soil be reused after it is removed from the site?”

Captain Wade Conner responded, “No. The top 4-6 inches is going to have to be removed from the site because there is grass already growing on it causing it to be spoiled soil. They will take the dirt that is underneath, put it out in the pasture in front of it, reuse it and put it back into the berm. They will also have to bring more in. They are going to make the outside of the berms three to one so it is easier to maintain. The majority will be reused soil.”

Motion was made by George Pinder and seconded by Dianna Taylor to submit a recommendation to City Council for the award of bid on the Repairs to the Police Firearms Training Facility to Jerdon Enterprise, L.P. Motion carried unanimously.

11. ADJOURN – President Craig O’Sullivan adjourned the meeting at 5:41 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC
Board Secretary

Craig O’Sullivan
President



Legislation Details (With Text)

File #: APT 20-001 **Version:** 1 **Name:**
Type: Appointment **Status:** Agenda Ready
File created: 1/17/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Introduction of new member of the CCPD Board of Directors.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
1/20/2020	1	Crime Control District		

Introduction of new member of the CCPD Board of Directors.

Summary:

At the November 5, 2019 City Council Meeting, Mr. Floyd Harvey was appointed to fill the seat previously held by Ray Landers.

Fiscal/Budgetary Impact:

N/A

Please welcome Mr. Harvey to the Board.



Legislation Details (With Text)

File #: RPT 20-004 **Version:** 1 **Name:**
Type: Report **Status:** Agenda Ready
File created: 1/15/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Presentation of the Quarterly Financial Report for the FY 2019-2020 First Quarter ended December 31, 2019.
Sponsors: Donna Todd
Indexes:
Code sections:
Attachments: [CCPD - 2020 1Q Financials](#)

Date	Ver.	Action By	Action	Result
1/20/2020	1	Crime Control District		

Presentation of the Quarterly Financial Report for the FY 2019-2020 First Quarter ended December 31, 2019.

Summary: Review and discussion of the preliminary and unaudited quarterly financial report for the District's FY 2019-2020 first quarter ended December 31, 2019. These preliminary results for the fiscal year are as follows:

Total Revenue - \$164,045

Total Expenditures - \$355,071, including \$22,557 of capital outlay

Total Assets - \$5,826,803

Total revenue includes sales tax revenue collected through October 2019 (sales taxes are deposited two months after collection).

Fiscal/Budgetary Impact:

N/A.

Accept the quarterly financial report for the FY 2019-2020 first quarter ended December 31, 2019.

CITY OF DEER PARK
 CRIME CONTROL AND PREVENTION DISTRICT (CCPD)
 FISCAL YEAR 2020
 December 31, 2019

Authority for the Deer Park Crime Control Prevention District is provided by Texas Local Government Code, Chapter 363. The purpose of the District is to enhance the capability of law enforcement and further crime prevention programs in the City of Deer Park. The fund was established by a dedicated one-fourth of one percent (0.25%) sales and use tax approved by the voters in May 2011 and effective on October 1, 2011 for a period of five years. In May 2016, voters authorized continuation of the District, including the dedicated 0.25% sales and use tax, for an additional period of 10 years.

BALANCE SHEET (UNAUDITED)

<u>Assets</u>	
Cash	\$ 2,453,279.70
Accounts Receivable	-
Due To/Due From	8.30
Capital Assets	2,022,069.32
Depreciation	(1,350,641.13)
Construction-In-Progress	2,692,429.49
Deferred Outflows (Pension - GASB 68)	9,657.69
Total Assets	<u>\$ 5,826,803.37</u>
<u>Liabilities & Equity</u>	
Payables	\$ 93,750.83
Capital Leases Payable	-
Net Pension Obligation (GASB 68)	99,861.87
Total OPEB Liability	134,013.41
Due To/Due From	1,901.42
Total Liabilities	<u>329,527.53</u>
<u>Fund Equity</u>	
Fund Balance	5,688,302.19
Revenues Over/(Under) Expenditures	(191,026.35)
Total Fund Equity	<u>5,497,275.84</u>
Total Liabilities & Equity	<u>\$ 5,826,803.37</u>

STATEMENT OF REVENUES AND EXPENDITURES (UNAUDITED)

	Q1 <u>12/31/19</u>	Q2 <u>03/31/20</u>	Q3 <u>06/30/20</u>	Q4 <u>09/30/20</u>	YTD <u>Total</u>	Adopted <u>Budget</u>	Remaining <u>Budget</u>
<u>Revenues</u>							
Sales Tax Revenue	\$ 163,018.74				\$ 163,018.74	\$ 1,500,000.00	\$ 1,336,981.26
Investment Revenue	1,025.91				1,025.91	2,800.00	1,774.09
Sale of Surplus Material	-				-	5,000.00	5,000.00
Prior Year Revenue (Reserves)	-				-	1,207,773.00	1,207,773.00
Total Revenue	<u>164,044.65</u>				<u>164,044.65</u>	<u>2,715,573.00</u>	<u>2,551,528.35</u>
<u>Expenditures</u>							
Salaries & Benefits	153,910.43				153,910.43	729,854.00	575,943.57
Services	69,856.15				69,856.15	172,112.00	102,255.85
Supplies	98,547.42				98,547.42	297,121.00	198,573.58
Repairs & Maintenance	10,200.00				10,200.00	35,392.00	25,192.00
Other - Salary Contingency	-				-	-	-
Sub-total Operating Expenditures	<u>332,514.00</u>				<u>332,514.00</u>	<u>1,234,479.00</u>	<u>901,965.00</u>
Capital Expenditures	22,557.00				22,557.00	1,481,094.00	1,458,537.00
Total Expenditures	<u>355,071.00</u>				<u>355,071.00</u>	<u>2,715,573.00</u>	<u>2,360,502.00</u>
Revenue Over/(Under) Expenditures	<u>\$ (191,026.35)</u>				<u>\$ (191,026.35)</u>	<u>\$ -</u>	<u>\$ 191,026.35</u>

CCPD FY 2019-2020 Sales Tax Revenue Comparison

<u>G/L</u>	<u>Actual</u>		
Oct 2019	\$ -		
Nov 2019	-		
Dec 2019	163,018.74		
Jan 2020			
Feb 2020			
Mar 2020			
Apr 2020			
May 2020			
Jun 2020			
Jul 2020			
Aug 2020			
Sep 2020			
YTD Total	\$ 163,018.74	Budget	% of Budget
Annual	\$ 163,018.74	\$ 1,500,000.00	10.87%

CCPD Sales Tax Revenue History

<u>Month</u>	<u>FY 2020</u>	<u>FY 2019</u>	<u>FY 2018</u>	<u>FY 2017</u>
Oct	\$ -	\$ -	\$ -	\$ -
Nov	-	-	-	-
Dec	163,018.74	129,313.70	144,488.08	144,617.78
Jan	-	127,484.11	144,324.10	129,898.74
Feb	-	151,307.00	164,039.91	164,199.36
Mar	-	128,543.72	113,102.94	103,194.16
Apr	-	135,404.16	162,426.63	118,942.19
May	-	180,386.84	148,330.87	168,849.74
Jun	-	175,976.00	125,780.26	120,858.58
Jul	-	154,921.14	120,073.33	137,048.43
Aug	-	155,830.94	131,921.80	133,256.62
Sep *	-	470,780.71	381,721.90	387,025.09
Annual	\$ 163,018.74	\$ 1,809,948.32	\$ 1,636,209.82	\$ 1,607,890.69
YTD Total	\$ 163,018.74	\$ 129,313.70	\$ 144,488.08	\$ 144,617.78

* Sales taxes are deposited to the CCPD two months after collection. Collections in October, for example, are deposited in December. Because of this timing difference, the amount recorded in September will include the deposit for the month of July collections and an accrual at fiscal year end for the months of August and September that will be deposited in October and November, respectively.



Legislation Details (With Text)

File #: QEP 20-003 **Version:** 1 **Name:**
Type: Quarterly Expenditure Plan **Status:** Agenda Ready
File created: 1/6/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Consideration of and action on a quarterly plan for expenditures for the period of January 1, 2020 through March 31, 2020.
Sponsors: Wade Conner
Indexes:
Code sections:
Attachments: [ccpd 1st quarter](#)

Date	Ver.	Action By	Action	Result
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Consideration of and action on a quarterly plan for expenditures for the period of January 1, 2020 through March 31, 2020.

Consideration of and action on a quarterly plan for expenditures for the period of January 1, 2020 through March 31, 2020. An explanation of the status of these items will be provided in the presentation.

Summary:

Approval of quarterly plan for expenditures through CCPD budget

Fiscal/Budgetary Impact:

The 2019-20 CCPD budget was reviewed and approved by the CCPD Board of Directors on July 8, 2019. It was further approved by Deer Park City Council on August 20, 2019. Of the approved items in the budget the attached are expected to be purchased or begin being purchased during the first quarter of the 2019-20 fiscal year.

Monies are budgeted for the repair to the berms at the gun range. These monies should be reimbursed to the CCPD board from FEMA as the repairs progress.

Furthermore, we will be spending salary amount consistent with personnel assigned to the CCPD budget.

ALL HIGHLIGHTED ITEMS EITHER HAVE BEEN PURCHASED OR HAVE A PURCHASE ORDER NUMBER AND ARE IN PROGRESS.

Equipment Rental		43,200
Rental Vehicles for ProAct Team & CID Sergeant	21,600	
Rental Vehicles for Investigator & ProAct Investigator	14,400	
Rental Vehicle for CID Lieutenant	7,200	
Annual Audit		2,000
Training		0
Dues & Fees		10,555
Vehicle Registrations for PD Fleet	671	
Leads on Line	4,748	
Lexis Nexis (Accurint)	5,025	
Increase in Lexis Nexis (Accurint)	111	
Software - Other		110,357
OSSI Agency Licensing Fee (RMS License)	50,795	
RMS license for two investigator computers	3,000	
RMS License for Add'l Property & Evidence Computer	1,500	
OSSI Consortium Fee	30,441	
Cellebrite UFED Annual License Renewal	3,999	
Extended Warranty for Dispatch Equipment	12,379	
Increase Extended Warranty for Dispatch	627	
LPR License Agreement (Vigilant)	6,000	
SolarWinds Serv-U License for Records	3,024	
Windows 10, Office Pro, TRAPS for 2 Investigators	728	
Windows 10, Office Pro, TRAPS for Property & Evidence	364	
IA Pro & Blue Team software maintenance	2,000	
Contract Labor		6,000
ERAD Enterprise Service - Fraud Detection	6,000	
	TOTAL SERVICES	172,112

SUPPLIES

Supplies		0
Postage		327
Equipment		265,892
AED's & trauma kit supplies for 5 patrol Tahoes	7,090	
Airlink modems for 5 patrol Tahoes	8,850	
Chairs for employee break room & patrol briefing	4,216	
Chairs for Dispatch & Records (8)	5,600	
Colt AR-15 rifles w/lighting for SWAT (4)	5,982	
Computers for two open investigator positions	2,660	
Computer for add'l Property & Evidence position	1,330	
DataLux Tracer systems, DL Swipes & printers (5)	30,661	
Equipment build out for 5 new patrol Tahoes	92,672	

Minor equipment for Tahoes/ flares, lockout tools, etc	1,702	
Kustom Signals dash mounted radars (6)	9,808	
Kustom Signals laser radars (2)	5,400	
Upgrade Cellebrite computer in Investigations	5,322	
Laptop for Asst. Chief	1,700	
Motorola APX6000 handheld radios & accessories	23,706	
New furniture for PD lobby	7,667	
Office desk for CID office #169	4,200	
Plastix Plus consoles & organizers for 5 patrol Tahoes	13,706	
Replace broken scale in Property & Evidence	1,260	
Replace two computer towers in Dispatch	3,560	
Replacement parts for handheld radios	5,614	
Tasers (19), batteries & holsters	22,686	
WiFi cameras for ProAct Investigations (5) & SD cards	500	
Protective Clothing		30,902
Riot Gear for new member & repairs to equipment	2,000	
SWAT Gas Masks & filters	1,413	
Rifle vests for new officers (9)	6,448	
Gas masks & filters for patrol	21,041	
TOTAL SUPPLIES		297,121

Maintenance

Equipment Maintenance		5,392
Datalux Tracer Maintenance/ Repairs	1,500	
5 Year Warranty for DVD Burner Robot	3,892	
Building Maintenance		0
Radio Maintenance		0
A/C Maintenance		0
Grounds Maintenance		30,000
Grounds Maintenance for firing range	30,000	
TOTAL MAINTENANCE		35,392

CAPITAL OUTLAY

Building		594,000
Berm reconstruction at the firing range	788,789	
Programming Conceptual Phase - EOC	30,000	
Building covers and storage at the firing range	150,000	
Specialized Equipment		222,861
Fiber route protection for RMS/CAD	56,500	
Building Automation System/ Outside Air Return	97,175	
Evidence locker refrigerator at PD	27,830	
Watch Guard In-Car Video System (5)	41,356	

Vehicles		348,233
Patrol Tahoes (6)	257,037	
Community Patrol Cruiser and Trailer	15,434	
New Vehicle for Chief	37,881	
New Vehicle for Captain	37,881	
Equipment		<u>0</u>
	TOTAL CAPITAL	
	OUTLAY	1,165,094



Legislation Details (With Text)

File #: DIS 20-013 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 1/16/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Update on the Request for Qualifications (RFQ) for Architectural Services for Programming and Master Planning of the new Emergency Operations Center.

Sponsors:

Indexes:

Code sections:

Attachments: [DP- RFQ for PD EOC \(1\)](#)

Date	Ver.	Action By	Action	Result
1/20/2020	1	Crime Control District		

Update on the Request for Qualifications (RFQ) for Architectural Services for Programming and Master Planning of the new Emergency Operations Center.

Summary:

The FY 2019-2020 CCPD Budget includes funding for the conceptual design and opinion of probable cost for a new Emergency Operations Center at the Police Department. The desire is to develop a master plan for the property where the current Police Station is located and to include the design of a new multi-use building addition to predominately serve as a relocation of the existing Emergency Operation Center (EOC) and Dispatch Center, the redesign and reuse of the existing EOC, Dispatch Center, Radio Equipment room and Records/Reception offices.

A Request for Qualifications (RFQ) was issued pursuant to the Texas Professional Services Procurement Act requesting Statements of Qualifications (SOQs) from architectural firms for this project. A copy of the RFQ is attached. This Act specifies that the procurement for professional services (including engineering, architectural services and land surveying, etc.) must follow a two-step process. First, a city selects the most highly qualified provider on the basis of demonstrated competence and qualifications. Second, the city attempts to negotiate a contract at a fair and reasonable price. Fees cannot be considered in the first step of the process. If a satisfactory contract cannot be negotiated with that provider, the next most highly qualified provider is selected and so on with the same process until an agreement is reached.

Five (5) Statements of Qualifications (SOQs) were submitted pursuant to the RFQ from the following architectural firms: Joiner Architects, BRW Architects, PGAL, Dewberry Architects Inc., and Brinkley Sargent Wiginton Architects.

A Selection Committee was appointed consisting of Police Department personnel, Emergency Services Director, Public Works/Engineering staff, and City Manager's Office personnel. The selection committee scored and ranked the SOQs based upon the evaluation criteria stated in the

RFQ. The committee ranked two firms as the most qualified in the order shown below:

1. PGAL
2. Brinkley Sargent Wiginton Architects

Staff will notify PGAL of their selection in step 1 of the procurement process and request that they submit a proposed contract with fees. PGAL is familiar with the City's contractual requirements because they served as architect for the new EMS Annex that was dedicated in November 2019.

Fiscal/Budgetary Impact:

\$30,000 budgeted in FY 2019-2020 Budget

Discussion only.



REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES FOR
PROGRAMMING AND MASTER PLANNING OF NEW:

CITY OF DEER PARK
POLICE DEPARTMENT
EMERGENCY OPERATIONS CENTER (EOC)

2911 CENTER STREET
Deer Park, TX 77536

Prepared by:
City of Deer Park
Police Department

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Sealed Statements of Qualifications addressed to the City Secretary of the City of Deer Park, Harris County, Texas will be received at the Deer Park City Hall, 710 E San Augustine St., Deer Park, Texas until 2:00 p.m. (CDST), Monday, January 6, 2020, for professional architectural services relative to the programming and master planning of the City of Deer Park – Police Station and surrounding area for the City of Deer Park. Any Statement received after closing time will be returned unopened.

Statements should be submitted to the Office of the City Secretary, City of Deer Park, 710 E San Augustine, Deer Park, Texas 77536, in an envelope no smaller than 8 ½” x 11” and clearly marked in the lower left hand corner:

REQUEST FOR QUALIFICATIONS

CITY OF DEER PARK
POLICE DEPARTMENT
EMERGENCY OPERATIONS CENTER (EOC)

The City of Deer Park reserves the right to reject any and all qualification statements, and to waive informalities. The City Council’s decision will be final.

Greg Grigg
Chief of Police
City of Deer Park, Texas

ARCHITECTURAL SERVICES FOR PROGRAMING AND MASTER PLANNING FOR:

THE CITY OF DEER PARK
POLICE DEPARTMENT
NEW EMERGENCY OPERATIONS CENTER (EOC)

GENERAL INFORMATION

1. Introduction

The City of Deer Park (City) requires Architectural Services for the development of a master plan for the property where the current Police Station is located and to include: The design of a new multi-use building addition to predominately serve as a relocation of the existing Emergency Operation Center (EOC) and Dispatch Center, the redesign and reuse of the existing EOC, Dispatch Center, Radio Equipment room and Records/Reception offices. This procurement is made per the Texas Professional Services Procurement Act.

2. Background

The existing City of Deer Park – Police Station is located at: 2911 Center Street, Deer Park, Texas, 77536. The current Police Station is approximately 30,000 sq. ft. and is utilized for typical Law Enforcement activities. The facility consists typical Police Station areas including: restrooms, breakrooms, reception, open and enclosed porticos, restricted access areas, jail cells, offices, dispatch, and mechanical, electrical and plumbing closets. A public parking lot is located on the southwest side, and secure restricted access parking on the east side of the station.

3. Objectives

The City is seeking a firm to perform the services listed in the Introduction. The proposed new EOC footprint is planned to be built in the area depicted as the open space in attached Exhibit 1 and is approximately 7,500-square feet in total area.

The selected firm will be tasked with programming the interior of the new addition and relocated space and developing a master plan of the new facility while maintaining synergy, security and separation with the existing overall site. Access, separation (public and private), traffic flow, parking, sleeping area and infrastructure improvements are critical components of this project. The selected firm will work primarily with the Deer Park Police Department in addition to the Director of Emergency Services to complete the objectives listed in the Introduction. The City envisions a new and reconfigured structures to accommodate increasing service demands.

The selected architectural firm will initially be charged with:

- A. Identify facility space and functionality needs in keeping with industry standards, local, state and national building codes, State of Texas and other legal requirements and the unique needs of Deer Park;
- B. Determine the facility size based on population projections and facility usage to accommodate for current and future needs.
- C. Provide preliminary conceptual plans and opinion of probable construction cost with each plan.
- D. Provide an overall master plan that utilizes the facilities future footprint and redesign in a way that provides synergy throughout the property. Please refer to map in "Exhibit 1".

4. Scope of Services

The selected firm(s) shall have experience in the programming and master planning facilities of similar size and composition as the projects listed in the Introduction. It is expected that the qualified firm(s) will have a sufficient level of innovation and design expertise. The committee will pay particular attention to the proposed design team and their recent experience working together as a cohesive group on projects of similar size and scope. It is expected the qualified firm(s) should have sufficient experienced staff and a workload free from constraints to produce services in a timely manner.

The following services will be required:

- A. The selected firm will be tasked with developing a master plan of the areas described in the Introduction and surrounding green space in a manner that is in the best interests and use of City property (See attached Exhibit 1).
- B. Comprehensive master plan programming to include information on facilities, land usage, parking, existing and new infrastructure, landscaping, etc. In addition, programming will determine current and future needs for space, storage, staff functionality, citizen accessibility, kitchen and catering areas, multi-use meeting rooms, multi-use common areas, etc.
- C. Firm shall provide renderings, elevations, conceptual site and floor plan(s) of the proposed building identifying its location on the site including parking areas for patron, vehicle accessibility and any infrastructure improvements.
- D. Provide a description and spatial relationships of all major services areas that include detailed square footage requirements, the functions that take place within each area, as well as the equipment, furniture, and storage needs and capacity to be served in each area.
- E. Firm shall identify and provide locations of existing utilities and infrastructure up to and including internal and external water lines, lift stations, electrical lines, communication lines, sewer lines, non-city owned utilities, light poles, storm water drainage, etc. This information is to be utilized in all design aspects of the new facility.
- F. Provide a preliminary conceptual design addressing, but not be limited to, acoustics, equipment, technology, environmental controls, security, lighting, furnishings, seating, access to and from the site and compliance with local, state, and federal regulations.
- G. The firm shall provide a line item detailed preliminary opinion of the probable construction cost.

5. Restrictions on Lobbying Activity

Respondents are prohibited from directly or indirectly communicating with City Council Members regarding the firm's qualifications or any other matter related to the eventual award of a contract for the services requested under this Request for Qualifications. Applicants are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification from the selection process.

Upon issuance of the Request for Qualifications, all communications and requests for clarification or objections shall be directed in writing to the Police Department for response, determination and dissemination to all firms. Any communication by firms or their representatives toward other city officers or employees regarding this Request for Qualifications or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

6. Statement of Qualifications and Organization

The firms must submit one (1) original plus four (4) copies of the request for qualifications and one (1) electronic request for qualifications on a USB stick. Sealed request for qualifications should be addressed to the City Secretary's Office, City of Deer Park, 710 E San Augustine St., Deer Park, Texas 77536, and will be received until 2:00 p.m. (CDST), Monday, January 6, 2020. Request for qualifications must be properly signed with a manual signature of an authorized agent of the firm. All request for qualifications must be packaged in a sealed envelope or package and be clearly marked on the outside with the firm's name and address and the following written information:

REQUEST FOR QUALIFICATIONS
Police Department – Emergency Operations Center
City of Deer Park
Deadline: 2:00 p.m. (CDST), Monday, January 6, 2020

The firms mailing their request for qualifications must allow sufficient time for delivery of their request for qualifications by the time and date specified. Late request for qualifications will not be accepted.

7. Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as show below. Each section should be separated by tabs and labeled.

- A. Cover clearly displaying the title of the RFQ
- B. Table of Contents
- C. Introductory letter, to include name and contact information for the primary City contact with the firm
- D. A narrative demonstrating that the firm understands the project
- E. A proposed work plan detailing the tasks to be completed as listed under Scope of Services
- F. A statement of the qualifications of the team, including work experience, organizational chart and personnel resumes. Resumes are limited to two pages per person
- G. History and background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office.
- H. A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- I. Each project shall include the team members responsible for the design and oversight of the projects.
- J. Reference Data Sheets (minimum 3)
- K. Litigation and Ethics
 - a. Provide the style and cite of any current/pending litigation and any litigation settled, or,
 - b. Disposed within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
 - c. Provide detail of any ethics violations or board actions within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- L. Proof of Insurability
- M. Conflict of Interest Questionnaire
- N. Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.

8. Public Information Notification

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFQ to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the City will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of RFQ information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential”. Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

9. Request for Qualifications Selection and Award Process

A. Request for Qualifications Scoring and Selection

The purpose of the request for qualifications is to demonstrate the firm's qualifications, competence, capability and capacity to meet the City's requirements. An evaluation committee will review the request for qualifications submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection

B. Evaluation Criteria

Evaluation of the request for qualifications received may consider but shall not be limited to the following review criteria:

General Quality and Adequacy of Response **25%**

- a. Completeness and thoroughness, responsiveness to terms and conditions
- b. Understanding of the project
- c. Degree of interest shown in undertaking the project

Organization, Personnel, and Experience (25 points each) **75%**

- a. Demonstrated experience in accomplishing similar projects, especially involving design of large multi-purpose facilities or event centers for municipalities.
- b. Qualifications, experience, and longevity of the proposed team members who will design and oversee the construction of the proposed facility.
- c. Demonstrated experience in visioning and consensus building on a local government level.
- d. Knowledge and familiarity with local conditions.
- e. Firm's history of ethics violations or board actions.
- f. Demonstrated capability of firm to meet schedules and deadlines
- g. Demonstrated capability to complete projects without having major cost escalations, change orders or overruns

10. Right to Reject Request for qualifications and Contract Terms

The City of Deer Park reserves the right to reject any and all request for qualifications. If contract negotiations cannot be concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

11. Funding Out

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

12. Offer and Certifications

- A. Submission of the Statement of Qualification constitutes an offer which shall remain open and irrevocable for a period of 90 days from the due date for submitting the Statement of Qualifications.
- B. Submission of a Qualification Request for qualifications indicates the acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the Qualification submitted and confirmed in the contract between City and the firm selected. The City reserves the right without prejudice to reject any or all submissions.
- C. By submitting a request for qualifications the proponent certifies that Proponent is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.
- D. By submitting a request for qualifications, each proponent certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
- E. By submitting this qualification statement the firm is confirming they have read through the City of Deer Park standardized professional services contract and understand NO changes can be made to the contract (see attached Exhibit 2).

REFERENCE DATA SHEET

PROVIDE AT LEAST THREE (3) REFERENCES REPRODUCE SHEET AS NECESSARY

Architectural Firm:

Provide client name, location, contact person, telephone number and appropriate information on contracted services that are similar to this solicitation document.

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

**INSTRUCTIONS FOR
CONFLICT OF INTEREST QUESTIONNAIRE**

1. If you have a conflict of interest in doing business with the City of Deer Park, please use “Form CIQ”, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete “Form CIQ”, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by proposer or proposer’s company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #7.
4. Listings of City elected officials and local government officers may be found on the City’s Web site: www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT 1
OVERALL SITE MAP



Measure distance
Click on the map to add to your path
Total area: 7,571.65 ft² (703.43 m²)
Total distance: 405.90 ft (123.72 m)

EXHIBIT 2

SAMPLE ARCHITECTURAL & DESIGN SERVICES AGREEMENT

AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES

For

**ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE CITY OF DEER PARK –
POLICE DEPARTMENT – NEW EMERGENCY OPERATIONS CENTER (EOC)**

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ___ day of _____ 2019; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

_____, **Inc.** ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains _____ to perform ARCHITECTURAL services related to the programming, design and construction of a _____ in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Schedule A of this Agreement. The Services Scope of Work (the “Work”) and the time schedules set forth in Schedule A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.

1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs

ARCHITECT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Schedule B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$_____ ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK'S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT'S services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.

- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.
- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 **Standard of Care.** In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 **Warranty.** If any failure to meet the foregoing standard of care Warranty appears during one year from the date of final completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
 - (1) Workers compensation and occupational disease insurance in statutory amounts.

- (2) Employer's liability insurance in the amount of \$1,000,000.
- (3) Automobile liability in the amount of \$1,000,000.
- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LAIBILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided

design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

- 9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

(ARCHITECTs Name)

The City of Deer Park

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed _____ ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE CITY OF DEER PARK – POLICE DEPARTMENT – EMERGENCY OPERATIONS CENTER (EOC) Facility. The drawings and specifications will include concept design and programming for the following major components:

ARCHITECTURAL Services & Schedule:

[ARCHITECT's firm name] presents this proposal to complete design ARCHITECTURAL and construction services. [ARCHITECT's firm name] will complete the following tasks:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with (Construction Manager if applicable) and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

EXHIBIT 3
CERTIFICATE OF INTERESTED PARTIES FORM 1295

To be completed by awarded vendor:

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5; position: absolute; top: 50%; left: 50%; pointer-events: none;"> Must file online at www.ethics.state.tx.us/File </div>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)
			<input type="checkbox"/> Controlling <input type="checkbox"/> Intermediary
5 Check only if there is NO Interested Party. <input type="checkbox"/>			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			



Legislation Details (With Text)

File #: DIS 20-014 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 1/17/2020 **In control:** Crime Control District
On agenda: 1/20/2020 **Final action:**
Title: Discussion of CCPD Board of Directors meeting dates for FY 2019-2020.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
1/20/2020	1	Crime Control District		

Discussion of CCPD Board of Directors meeting dates for FY 2019-2020.

Summary:

The CCPD Board of Directors has historically held regular quarterly meetings on the 3rd Monday of the 1st month of each quarter for the months of October, January and April. The exception is July, in which the Board has typically met earlier in the month in order to meet the budget timetable. Also, in the past, special meetings have been called in May and June related to the budget. Based on past practice, the meeting dates for FY 2019-2020 are expected to be as follows:

Monday, October 21, 2019 - Regular Meeting

Monday, January 20, 2020 - Regular Meeting

Monday - April 20, 2020 - Regular Meeting

Monday - May 18, 2020 - Special Meeting (PD submits proposed FY 2020-2021 Budget & Call Public Hearing on Budget)

Monday, June 15, 2020 - Public Hearing on Budget

Monday, July 6, 2020 - Regular Meeting & Adopt Budget

Fiscal/Budgetary Impact:

N/A

Discuss the Board of Directors meeting dates for FY 2019-2020.