

City of Sullivan City

Special Called Meeting Board of Commissioners Monday, September 14, 2020 – 6:00 p.m. VIRTUAL MEETING NOTICE

NOTICE IS HEREBY GIVEN in accordance with the order of the Office of the Governor issued March 16, 2020; the City Council of the City of Sullivan City will conduct a Special Called Meeting virtually in order to advance the public health goal of limiting face-to-face meetings to slow the spread of the COVID 19 (Coronavirus). There will be no physical public access to this meeting; however, there will be a broadcast of the meeting via <http://facebook.com/cityofsullivancity>.

Notice : If during the course of this meeting, the Commission should determine that a closed or executive session is required, then such closed or executive session is authorized by Article 6252-17 Revised Civil Statue of Texas, Section 2(e), 2(g). Notice of the closed or executive session will be given after commencement of the meeting covered by this notice. Should any final action, final decision, or final vote be required in the opinion of the Commission with regard to any item during the meeting then such final action, final decision, or final vote shall be made during the open meeting covered

At this meeting the City Commission may deliberate on and take any action deemed appropriate by the City Commission on the following subjects:

AGENDA

1. **Call meeting to order**
2. **Pledge of Allegiance and Invocation**
3. **Roll Call, Establish Quorum and Possible Action on Excusing any absent Council Member**
4. **Certification of Posting**
5. **Discussion, Consideration, and Possible Action**
 - a. Discussion, Consideration, and Possible Action Tax Rate for 2020-2021 Fiscal Year.
 - b. Discussion, Consideration, and Possible Action on Approving Contract with Hidalgo County Elections Department for Special Election on November 03, 2020 and allowing Interim City Manager to sign contract.
 - c. Discussion, Consideration, and Possible Action on proposed Professional Services to administer the CARES ACT Monies as Allotted to the City of Sullivan City.
 - d. Discussion, Consideration, and Possible Action on Approval of Public Notice for Competitive Request for Proposal (RFP) and Request for Qualifications (RFQ) for CDBG-MIT Grant Management and/or Engineering / Architectural Professional Services.
 - e. Discussion, Consideration, and Possible Action on Amendment of Budget for the Cares Act.
 - f. Discussion, Consideration, and Possible Action on Approval of Business Permit:
 1. Dare to Care Community Closet located at 464 W. Expressway 83

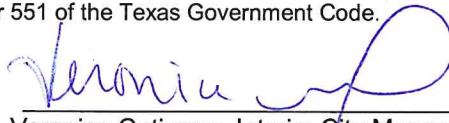
6. Public Comments

The public will be permitted to offer public comments via email at citysecretary@sullivancity.org up to ten (10) minutes before the start of the meeting (6:20 p.m.).

7. Adjournment

CERTIFICATION OF POSTING

I, the undersigned authority, certify that I posted a true and correct copy of the Notice of this Agenda at Sullivan City Temporary Location Bulletin Board located at 371 E. Expressway 83, at the City Website page at www.sullivancity.org, and at the City of Sullivan City Facebook Page which are places convenient and readily accessible to the general public at all times, and said notice was posted **September 11, 2020 at 5:00 p.m.** and remained so posted continuously for at least 72 hours prior to said meeting in accordance with chapter 551 of the Texas Government Code.



Veronica Gutierrez, Interim City Manager / City Secretary

2020 Governing Body Summary #1A*

Benchmark 2020 Tax Rates

City of Sullivan City

Date: 09/03/2020 02:52PM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No New Revenue Tax Rate	0.4738	527,907	0
One Percent Tax Increase***	0.4785	533,144	5,237
One Cent Tax Increase***	0.4838	539,049	11,142
De Minimis Rate****	0.9209	1,026,066	498,159
Voter Approval Tax Rate	0.4872	542,838	14,931
Last Year's Tax Rate	0.5000	557,099	29,192
Proposed Tax Rate	0.4838	539,049	11,142

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 21 of the No New Revenue Tax Rate Worksheet and this years frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no new revenue tax rate.

THE STATE OF TEXAS §
 § CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, **Yvonne Ramón**, hereinafter referred to as “**ADMINISTRATOR**”, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the **CITY OF SULLIVAN**, hereinafter referred to as the “**ENTITY**”, pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a **SPECIAL ELECTION** to be held on **NOVEMBER 3, 2020**;

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY is a political subdivision in Hidalgo County that desires the County to conduct and supervise the **NOVEMBER 3, 2020** election of the ENTITY(the “Election”); and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract setting out the respective responsibilities of the parties; and

WHEREAS, the COUNTY agrees to perform election services for the ENTITY; and

WHEREAS, pursuant to Section 271.002(a) of the Texas Election Code that authorizes, if applicable two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common polling places; and

WHEREAS, pursuant to Section 271.003 (a) & (b) the location of a common polling place may be a regular county polling place used in a joint election, where the voters of a particular election precinct or political subdivision may be served in a joint election by common polling places located outside the boundary of the election precinct or political subdivision if the location can adequately and conveniently serve the affected voters and if it will facilitate the orderly conduct of the election; and

WHEREAS, pursuant to Section 43.007 of the Texas Election Code, the COUNTY has approved participation in a **countywide** polling place program, which allows the commissioners court to eliminate county election precinct polling places and establish **countywide** polling places for the election held on **NOVEMBER 3, 2020** and any resulting runoff; and

WHEREAS, pursuant to Section 43.007(e), each countywide polling place must allow a voter to vote in the same elections in which the voter would be entitled to vote in the county election precinct in which the voter resides; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I PURPOSE

- 1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on **NOVEMBER 3, 2020**, and any runoff, if applicable.

ARTICLE II SERVICES

- 2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

- (A) Procure, provide, code and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including Early Voting and Election Day polling locations, for the ENTITY;
- (B) Prepare and provide Direct Recording Electronic device training for election workers;
- (C) Prepare and provide Logic and Accuracy testing on ENTITY's election ballot for every Verity Touch voting machine to be utilized by ENTITY during Early Voting and Election Day;
- (D) Procure, provide, prepare and code Electronic Poll Book(s) per polling locations with the Voter Registration Database. To include laptop(s), training for poll book, insurance, and delivery fee, as well as supplies such as, but not limited to labels and printer;
- (E) Provide and prepare all mail-in ballot supplies, including applications, paper ballots, envelopes and postage;
- (F) Provide training for Judges/Clerks;
- (G) Procure, provide, prepare, and distribute all necessary election supplies, including:
 - 1. Ballots (print and distribution only);
 - 2. Election kits and election paperwork;
 - 3. Ballot boxes and voting booths;

- (H) Provide cages and covers, cage kit, to include, but not limited to surge protectors, tape, printer, headphones and scanner as well as supplies such as bags, aprons, clipboards, pens, pencils, rulers, magnifiers, inkpads, screen cloths, sanitizers and badges;
- (I) Procure Early Voting polling places and Election Day polling places;
- (J) Prepare Writ of Election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Prepare, distribute, and publicize joint notice of election (Texas Election Code Section 4.003(a)(1) and Early Voting and Election Day schedules in newspaper;
- (L) Notify the election judges of the date, time and place of the election;
- (M) Procure and pay election judges and clerks for Early Voting and Election Day voting;
- (N) Provide general supervision during the contracted Election period. Advisory services in connection with the decisions to be made and the actions to be taken by the ENTITY may be provided on an as needed basis;
- (O) Procure and pay Ballot Board members;
- (P) Provide information for election officers;
- (Q) Provide such incidental related services as may be necessary to conduct the election;
- (R) Serve as the Early Voting Clerk;
- (S) Establish a Central Counting Station for the purpose of tabulating ballots; and
- (T) Tabulate election results in preparation for ENTITY's canvassing.
- (U) Preserve locked ballot boxes containing voted ballots securely in a locked room for 60 days as required by Texas Election Code Section 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty-two month preservation period.
- (V) The ADMINISTRATOR shall be the agent of the ENTITY for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties;
- (W) The COUNTY shall file copies of this Contract with the County Treasurer and the County Auditor;
- (X) In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received;

- (Y) If applicable, the COUNTY agrees to provide the election services described herein for a Runoff election.
- i. The County may combine polling locations in accordance with section 42.0051 of the Election Code, in order to properly supervise and conduct a Runoff election.
 - ii. If a Runoff election is required, the ENTITY hereby agrees to the combining of polling locations, in accordance with section 42.0051 of the Election Code.
 - iii. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the costs for any Runoff Election services to be rendered by the ADMINISTRATOR'S office pursuant to the terms of this Contract as soon as practicable, once a Runoff is determined necessary.
 - iv. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Contract may be paid. The ADMINISTRATOR shall submit the actual costs for items contracted pursuant to the Contract with the ENTITY as soon as all invoices from third party vendors are received regarding the Runoff.

2.02 The ENTITY shall be responsible for performing the following:

- (A) Payment of all necessary election supplies as required by the COUNTY, including but not limited to ballots, election kits, mail-in ballot supplies, laptop rental, labels and combination forms;
- (B) Pay the proportionate cost of judges and election workers for hourly pay submitted by the County Elections Administrator at the rate of \$14.00 per hour for Election Judges and \$12.00 per hour for Alternate Judges and Early Voting Clerks for both Early Voting and Election Day and pay the proportionate cost for training of Judges and Clerks at the rate of \$10.00 per hour per person.
- (C) Reimburse the COUNTY for the cost for liability insurance coverage for election workers employed for both Early Voting and Election Day;
- (D) Canvass the Election Results for the ENTITY'S governing body;
- (E) As stated in Section 31.096 of the Texas Election Code, this Contract may not change:
 - (1) the authority with whom applications of candidates for a place on a ballot are filed; and
 - (2) the authority with whom documents are filed under Title 15. Under this Contract, the Hidalgo County Elections Administrator shall be the custodian of voted ballots for 60 days after the date of the election, as required by Texas Election Code 66.058, at which time, the records will be retained by the Hidalgo County Elections Administrator to serve as custodian for the remainder of the twenty two month preservation period.
- (F) Reimburse the COUNTY for any and all costs associated with recounts and/or election contests associated with the election;
- (G) Confirm and/or correct the boundaries of the political subdivision holding the election on a map provided by the County. Once confirmed and/or corrected, Entity certifies the veracity of the boundaries and geographical area that represents the Entity and the area subject to the election.

- (H) If applicable, in consideration for the services provided for a Runoff Election by the COUNTY, the ENTITY agrees to pay ADMINISTRATOR for the costs of services for a Runoff election.
- (I) Create the appropriate ballot style and candidate placement for the Entity's election. Once confirmed and/or corrected Entity shall verify the appropriateness of their ballot under the law.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

- 3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

- 4.01. ADMINISTRATOR shall have no responsibility for ensuring the passage of the appropriate Election Order by the ENTITY, publishing and (or) posting the Election Order as required by the Texas Election Code section 3.004(3), or Texas Election Code 67.002(2) which is canvassing election results. In addition, ADMINISTRATOR shall have no responsibility for creating the appropriate ballot and candidate placement for the Entity's election.

ARTICLE V
TERM

- 5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 Verity Touch Voting Machines:

- (A) One base charge of \$475.00 for Coding Verity Touch ballot for voting machines, a \$25.00 additional charge per additional ballot styles and a minimum of a \$10.00 charge for requested changes on Coded Ballot;
- (B) A \$10.00 recording fee for each Audio File;
- (C) Cost of creating election media, such as but limited to V-drives, Verity Keys; etc. at \$100.00 per location.
- (D) The amount of \$186.00 leasing fee for each Verity Controller, a \$186.00 leasing fee for each Verity Touch Voting Machine and a \$210.00 leasing fee for each Verity Touch Access Voting Machine;
- (E) Cost of delivery and pick-up of Verity Touch Voting Equipment for Each Voting and Election Day to include fuel charge and mileage at COUNTY's cost;
- (F) The above described fees shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

- (A) Database access at \$100.00 per day;
- (B) To include but not limited to the Early Voting and Election Day laptop rentals at \$150.00 per location;
- (C) Printer label fee of \$.03 per label (price subject to change);
- (D) Creation of separate Username and password for each polling location at \$20.00 per location;

- 6.03 Fee for Early Voting and Election Day Combination forms, maps, election kits, Verity Access Thermal code paper and 'I VOTED' stickers. One-hundred sample ballots at no charge with additional sample ballots at twenty cents per copy; No charge for provisional bags, table tops if necessary, ballot box(es), custom signs and flags;
- 6.04 Reimbursement of ballot supplies, including applications, paper ballots, correspondence, envelopes and postage at COUNTY's cost;
- 6.05 Reimbursement fee for publications of all notices and newspaper advertisements, (if applicable)
- 6.06 Reimbursement rental fees incurred for early voting polling places and Election Day polling places, as ordered and if applicable;
- 6.07 (A) Cost of judges and election workers for time worked to be submitted to the ENTITY by the ADMINISTRATOR. The ENTITY shall reimburse the COUNTY for a the cost of payroll for election workers at \$14.00 per hour for Election Judge, \$12.00 per hour for Alternate Judge and Clerk(s); includes cost of payroll for training of Election Judge, Alternate Judge and Clerk(s) at \$10.00 per hour per person;
- (B) Reimburse the County for the cost of payroll overtime incurred by County for regular full time County employees who work during the contracted election (cost to be shared with each contracted entity);
- 6.08 Pay for the cost of the Ballot Board judge at \$14.00 per hour and Ballot Board clerks at \$12.00 per hour;
- 6.09 One copy of canvass report provided to ENTITY at no charge; each additional canvass report requested to be reimbursed by the ENTITY at COUNTY's cost;
- 6.10 Reimbursement to the COUNTY for the cost of liability insurance coverage as set by the County for all election workers employed for the elections;
- 6.11 Reimbursement to the COUNTY for the cost of the use of wireless cell phones at polling locations with the rate set by the wireless vendor at the time of usage which includes an additional per minute fee as charged by the vendor, a service charge of \$10.00 per phone line and a vendor base fee of \$4.99 per phone line;
- 6.12 Billing:
- (A) The form of the invoice to be used in the final billing by the COUNTY, includes a good faith estimate of costs and is attached hereto as Exhibit A.
- (B) After the election and as soon as practicable, upon receiving final invoice from third party vendors, the ADMINISTRATOR shall prepare and will send to the ENTITY, a final itemized invoice with the actual costs of the Election and will include the 10% Administrative Fee of the actual costs as set forth by Texas Election Code Sec. 31.100 (d).
- (C) Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
- (D) Payment shall be made by check payable to the Hidalgo County Elections Department.

- (E) Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Elections Administrator
Hidalgo County Elections Department
PO Box 659
Edinburg, Texas 78540

Veronica Gutierrez
Interim City Manager
P.O. Box 249
Sullivan City, Texas 78595

- (F) Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

- 7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII GENERAL PROVISIONS

- 8.01. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
- 8.02. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.
- 8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2020

APPROVAL COUNTY OF HIDALGO:

THE CITY OF SULLIVAN
ENTITY

BY: _____
RICHARD F. CORTEZ
COUNTY JUDGE

BY: _____

PRINT: LEONEL GARCIA
TITLE: CITY MAYOR

ATTEST:

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

BY: _____

PRINT: _____

TITLE: _____

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

OFFICE OF CRIMINAL DISTRICT ATTORNEY
RICARDO RODRIGUEZ, JR.

BY: _____
JOSEPHINE RAMIREZ SOLIS,
Assistant District Attorney

CONSULTING AGREEMENT

THIS Agreement, made and entered into effect between the **CITY OF SULLIVAN CITY** ("City") and **Government Asset Services, LLC**, a Texas Limited Liability Corporation hereafter collectively referred to as ("Consultant").

RECITALS:

WHEREAS, City recognizes that the City requires services to oversee and apply for CARES funding provided by Hidalgo County, more particularly described on Exhibit "A" hereof (Scope of Services); and

WHEREAS, City has determined that the proper, orderly and efficient delivery of quality Services for the City can be accomplished best by contracting with Consultant; and

WHEREAS, the Consultant is willing to accept the responsibility of providing the Services to the City in accordance with recognized standards, the Board Policies of City, applicable laws and regulations and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their Agreement and understanding in connection with the provision of the services by Consultant during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONSULTANT

The Consultant agrees to provide the following Services to City during the term of this Agreement:

- a. **Performance of Services.** The consultant will provide the Services describes on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the Services to City.
- b. **Administration.** The Consultant will communicate with the Administrator(s) designated by City regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, City will not have or exercise control over the manner in which the professional services of the Consultant are performed as would jeopardize the status of the Consultant as an independent contractor.
- c. **Quality of Services.** The Consultant will continually work to improve the quality of services and maintain a reasonable cost for provision of the Services furnished to City. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by City.
- d. **Records.** Consultant shall furnish City on written request copies of records to the extent such records are not prohibited from disclosure to City by applicable law.
- e. **Ethics.** Consultant shall insure that, in performing the Services under this Agreement, Consultant uses its best and most diligent efforts and professional skills, performs professional and supervisory services, and renders the Services in accordance with and in a manner consistent with the highest standards of Consultant's profession and complies with all applicable laws and regulations.

2. PARTIES' RELATIONSHIP

The Consultant, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent/representative of City in the provision of the Services or Materials under this Agreement.

3. TAXES AND BENEFITS

City will not withhold income tax or Social Security tax on behalf of the Consultant or any Consultant's partners, employees, subcontractors, or agents, but will issue a 1099 at the end of the year. In addition, none of the foregoing will have any claim under this Agreement or otherwise against City for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Consultant will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

4. INCURRING FINANCIAL OBLIGATION

The Consultant will incur no financial obligation on behalf of City without prior written approval of the City.

5. CONSULTATION

While this Agreement is in effect, the parties understand that the Consultant will be the exclusive source of providing the Services.

6. FEE TO CONSULTANT

The consultant fees will be twenty-three-thousand-seven-hundred-fifty dollars(\$23,750). 50% of the fee is due in advance. The balance is due and payable upon County approval of City PayApps. Any additional services requested by the City outside of those services listed on Exhibit A will be billed upon a mutually agreed upon rate not to exceed \$200.00 per hour and paid upon verification by City representatives of completion of said services and upon the submittal of an invoice for said services and in compliance with the terms and conditions as specified in this Contract. Any fees associated with the financing or direct acquisition of assets will be separate and apart presented as part of final proposal to City.

7. ACCESS TO BOOKS AND RECORDS

Consultant recognizes that City is a participant in governmental payment programs. In condition with such programs, the Consultant agrees to cooperate with City and provide to City reasonable assistance in City's efforts to meet the requirements for participation in and payment under such programs.

8. NON-DISCRIMINATION

Consultant will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of associates, employees, or independent contractors.

9. TERM AND TERMINATION OF AGREEMENT

- a. **Term.** The term of this Agreement shall commence on the effective date (September 14, 2020) and continue in full force for 6 months.
- b. **Termination without Cause/Liquidated Damages.** The City shall have the right to terminate this Agreement without cause on 90 days written notice to the Consultant. In the event of such termination, Consultant shall be entitled to receive, as liquidated damages, full payment for the unpaid value remaining on the Agreement as if the City had not terminated it. The parties to this Agreement understand, agree and stipulate that in the event of a termination without cause by City, the Consultant's actual damages would be difficult of definite ascertainment because of the loss of income and/or business opportunities which Consultant incurred because of foregoing other similar agreements with public and/or private entities as a result of entering into this Agreement, and the potential damage to Consultant's business reputation. In addition, because the parties recognize potential differences of opinion with respect to the amount of Consultant's lost income, business opportunities and/or damage to business reputation, the parties therefore understand, agree and stipulate that such amount is reasonable as liquidated damages to Consultant as reasonable compensation as a result of the City's termination without cause, and not a penalty.
- c. **Termination with Cause.** If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within twenty (20) business days after giving of the notice, then the aggrieved party may elect to terminate this Agreement, and pursue any and all rights and remedies available to such party pursuant to this Agreement or pursuant to applicable law. In such event, Consultant shall be entitled to receive compensation and payments under this Agreement for work performed only to the date of termination.
- d. **Non-Interference.** Following the expiration of this Agreement or its termination for any reason, Consultant agrees to do nothing that may interfere with the Services already rendered or to be rendered in the future.

10. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Consultant:

Government Asset Services, LLC

501 W Owassa Suite A
Edinburg, Texas 78539

If to City:

City of Sullivan City
Acting City Manager

11. ATTORNEYS FEES

In the event suit is filed in any court of competent jurisdiction by any Party to this Agreement for breach, specific performance, non-payment, or any other claim permitted by law, the prevailing party in any litigation shall be entitled to recover reasonable and necessary attorney's fees and court costs in any judgment as permitted by law.

12. Indemnification

City agrees to defend, indemnify and hold the consultant, Government Asset Services, its employees, directors or officers, harmless from and against any and all third-party claims, damages, losses and expenses which are incurred or suffered by a party and arise out of the other party's performance under this Agreement. Under no circumstances shall Government Asset Services be liable or otherwise responsible (and the City) agrees to defend, indemnify and hold (Government Asset Services harmless) if Government Asset Service's action was based on directions or instructions given by the City or its designee to Government Asset Services.

13. Law

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas.

14. DISPUTE RESOLUTION/ARBITRATION

Any dispute arising out of or relating to this Agreement shall be resolved in accordance with the procedures specified in this Section which shall be the sole and exclusive procedures for the resolution of any such disputes. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. In the event the parties fail to agree with respect to any matter covered herein and only after making good faith efforts to resolve any dispute under this Agreement, the question in dispute shall be submitted for arbitration in Texas.

15. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

16. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

17. ASSIGNABILITY

The right and obligations of City hereunder shall insure to the benefit of and be binding upon the successors and assigns of City. The consultant may not assign Consultant's rights or obligations under this Agreement without City's written consent. Any assignment in violation of this provision shall give City the right to terminate this Agreement immediately, upon written notice to the Consultant.

18. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the City and the Consultant.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

20. INTERPRETATION

The section headings and defined terms used herein are for convenience only and do not limit the contents of this Agreement.

21. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular plural, as the identity of the person or persons or entity may require.

22. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by City and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Consultant and City in accordance with its terms.

23. ADDITIONAL PROVISIONS

Notwithstanding anything to the contrary contained elsewhere herein, City and Consultant hereby covenant and agree as follows:

Governmental Immunity

It is expressly understood and agreed that, in the execution of the Agreement, the City does not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

This Agreement shall be construed in accordance with the Board Policies of City, as same may be from time to time amended. This Contract is executed on behalf of the City by a duly authorized

employee thereunto and a duly authorized officer of Consultant has hereunto subscribed his name as of the day and year written below.

IN WITNESS WHEREOF, the signature of both parties hereto in duplicate originals this the ____ day of _____, 2020 in Hidalgo County, Texas.

Government Asset Services, LLC

By: _____
Omar Romero, President

CITY OF SULLIVAN CITY

By: _____

EXHIBIT A
SCOPE OF SERVICES

Consultant hereby represents and agrees to provide the following services for the City

- 1. Review Interlocal Agreement with Hidalgo County in reference to CARES Act Funding**
2. Engage at the Consultant's expense an expert in grants and federal funds.
3. Review the City's applicable Expenses for reimbursement by the County through CARES Act Funds.
4. Prepare all pay applications for the County;
5. Submit pay applications to the County once executed by the City;
6. Track the progress of Pay Apps and respond to any questions.
7. Insure that all purchases using CARES Act funds are in compliance with State and Federal guidelines.

PUBLIC NOTICE
CITY OF SULLIVAN CITY

COMPETITIVE REQUEST FOR PROPOSALS
(RFP) AND/OR REQUEST FOR QUALIFICATIONS (RFQ) FOR CDBG-MIT GRANT MANAGEMENT
AND/OR ENGINEERING/ ARCHITECTURAL PROFESSIONAL SERVICES

The City of Sullivan City is requesting responses from qualified grant management firms or individuals and separately, from engineering and architectural firms or individuals to the City's Competitive Request for Proposals (RFP) for Grant Management and/or Request for Qualifications (RFQ) for Engineering/Architectural Professional Services associated with preparation of grant applications, grant management, and engineering/architectural services for Community Development Block Grant-Mitigation (CDBG-MIT) for the 2015, 2018, and 2019 flooding events. and other available funding streams.

The provider(s) will be required to prepare infrastructure, housing and non-housing specifications, prepare and submit grant applications, and administer the project(s), if funded, of projects identified by the City Council in accordance with the notice published as CFR 84-169 by the U.S. Department of Housing and Urban Development for the use of Community Development Block Grant Mitigation (CDBG-MIT) funds for areas recovering from qualifying 2015,2018, and/or 2019 disasters events as further identified under State and Federal disaster declarations #DR- 4245, #DR-4377, and DR #4454. RFPs must be received in the City Hall no later than Friday, September 25, 2020 at 2:00 p.m. and must be addressed and sent to the Sullivan City Hall, P O Box 249, Sullivan City, TX 78595. RFPs and RFQs will be opened in the same location. RFPs and RFQs will be opened in the same location at 2:01 p.m. on the deadline date.

City of Sullivan City is an Equal Opportunity Employer. Para más información en español, comuníquese con Veronica Gutierrez, Administrador Municipal, al 956-485-2828.



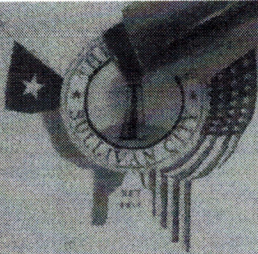
HIDALGO COUNTY Coronavirus Relief Fund

Proposed Budget

SECTION 1	CITY CONTACT INFORMATION		
	1. City Name:	2. Contact Name:	3. Contact Title:
	City of Sullivan City	Veronica Gutierrez	Interim City Manager
	4. Mailing Address: (Street, city, state and ZIP code)	5. Contact Phone:	
	P O Box 249, Sullivan City, TX 78595	(956) 485-2828	ext.

SECTION 2	BUDGET PROPOSAL		
	6. Justification by Cost Category	7. Incurred Expenses	8. Proposed Expenses
	Category 1 - Medical expenses		
		\$ 0.00	\$ 0.00
	Category 2 - Public health expenses		
	Sanitation and disinfection expenses for city building and facilities, PPE supplies, including other Public Safety Measures for prevention of COVID-19	\$ 2,678.29	\$ 25,701.71
	Category 3 - Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency		
	Payroll Expenses for City Departments and Public Safety Personnel whose services are dedicated to the mitigation or responding to COVID-19 Public Health Emergency	\$ 80,000.00	\$ 130,000.00
	Category 4 - Expenses of actions to facilitate compliance with COVID-19 related public health measures		
	Additions and upgrades to Public Safety and City Buildings for the prevention and mitigation of COVID-19		\$ 88,000.00
	Category 5 - Expenses associated with the provision of economic support in connection with the COVID-19 public health		
	To provide Economic Funding in forms of Grants to small businesses for economic recovery efforts due to COVID-19 Public Health Emergency		\$ 90,000.00
	Category 6 - Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the		
	Technology for City and Public Safety Departments for preventative measures for the mitigation and prevention of COVID-19		\$ 59,000.00
	SUBTOTALS		\$ 82,678.29
TOTAL AWARD		\$ 392,701.71	
		\$ 475,380.00	

SECTION 3	CERTIFICATION	
	By signing below, I hereby certify that I understand and agree that the CARES Act Funds may only be used to cover costs that: (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020; and (3) were incurred during the period that begins on March 1, 2020, and ends on August 31, 2020. I also understand and agree that my municipality will be required to provide supporting documentation reflecting the expenditure of grant funds.	
	9. Name: Veronica Gutierrez	10. Title: Interim City Manager
	11. Signature:	12. Date: 06/18/2020



City of Sullivan City

500 Cenizo Dr., Sullivan City, TX 78595

Ph: 956-485-2828 Fax: 956-485-9551

www.sullivancity.org

Business Permit Application

Applicant Information

Applicant Name:

Angie B. Bermea

Phone:

956-780-4680

Alternate Phone:

Email:

ange.benavides@aol.com

Address:

PO BOX 532, Sullivan city, TX 78595

Business Information

Business Name:

Dare ^{to} Care Community

Business Type:

Charity

Business Address:

464 W Expressway 83 Sullivan city TX 78595

Subdivision Name:

Rafael Flores

Lot:

#1

Block:

Property Owner:

Roy Benavides

Phone:

956 821 0998

Select One: ☒ New Business

☐ Other:

Describe Type of Business:

a community closet / clothing location where people in need can go by appointment and take what is needed free of charge based on donations only

Requirements:

1. Lease Agreement - borrowing location
2. Valid Photo Identification ☒
3. Sales Tax Permit - State Comptroller (956) 687-9227
4. AGUA SUD Provider Contract

not required as no sales will be conducted

Notice:

- * Business is not to start until Permit is acquired or risk possible fine
- * Any change of Owner will need a New Business Permit Application
- * All Business Permit Applications will be subject to final approval by City Council at the Next City Council Meeting

Applicant Signature: Angie B. Bermea

Date:

8/17/20

Office Use Only

Next Meeting Date:

Approved:

YES

NO

Permit Type:

☒ Regular

☐ Conditional

☐ Temporary

Received By:

Permit Fee Amount: