

CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 18, 2020

Agenda Item No: XII

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO: A) AUTHORIZE THE CITY'S PARTICIPATION IN THE CARES ACT, SMALL CITIES ASSISTANCE PROGRAM, ADMINISTERED BY HARRIS COUNTY; AND B) AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY DOCUMENTS AND MAKE APPLICATIONS FOR GRANT PAYMENTS FROM THE PROGRAM

Exhibits: Agreement and Documentation from Harris County

Clearance: Steve Smith, Director of Public Works/Building Official
Claire Bogard, Interim Finance Director
Karen Glynn, City Administrator

Executive Summary

The CARES Act established the Coronavirus Relief Fund (CRF). Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with the Budget Management Department and all relevant departments to make recommendations on the expenditures of the funds.

A recommendation from the committee was developed and presented to Commissioners Court to establish the Small City Assistance Program in an amount not to exceed \$28.5 million. Harris County and their consultant are working with the cities to outline the program and assist cities in participating and submitting requests before the CRF expiration date of December 30, 2020.

Staff requests Council direction to participate in the program and to authorize the Mayor to submit the needed documentation.



CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through its governing body the Harris County Commissioners Court, and Bunker Hill Village (“City” or “grantee” or “subrecipient”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$219,010.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.; Chapter 783 of the Texas Government Code; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in

the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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EXHIBITS FOLLOW

1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by Harris County.

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses 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 for the government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,
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,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with Harris County administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

Harris County and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. Harris County and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to Harris County, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from

disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If Harris County determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of Harris County;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;
10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then Harris County may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County any credible evidence that a principal, employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify Harris County in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify Harris County in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to Harris County.

1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, Harris County may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by Harris County in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by Harris County, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by Harris County in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. Harris County shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to an employee.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, .14, which are incorporated herein for all purposes as though set forth word for word.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or receipt of final payment, whichever is later, as required by 2 CFR Part 25.
- B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

1.21 Force Majeure

Neither the grantee nor Harris County shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.23 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.25 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.26 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.27 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- b. Grantee agrees to report each violation to Harris County and understands and agrees that Harris County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2 C.F.R. Sec. 180.995), or its affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).
- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by Harris County. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.29 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.30 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.31 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by Harris County. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to Harris County upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or Harris County, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to Harris County at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in grant funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to Harris County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of Harris County.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, Harris County, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from Harris County under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
3. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County or federal custody when it is determined that the records possess long term retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to Harris County prior to receiving any payments..

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

All documentation for expenditures paid during the project period must be submitted to Harris County on or before the grant liquidation date.

5.3 Reimbursements

Harris County will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. Harris County is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.4 Refunds and Deductions

If Harris County determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.6 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to Harris County.

5.7 Project Close Out

Harris County will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

BUNKER HILL VILLAGE

By _____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____

Randy Keenan
Assistant County Attorney
C.A. File 20GEN1940

EXHIBIT A

Notice of Subrecipient Grant Award
(follows behind)



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
(713) 274-1100

COVID 19 Agenda Item

July 14, 2020

To: County Judge Hidalgo, and
Commissioners Ellis, Garcia,
Radack, and Cagle

Fm: Shain Carrizal *HSC*

Re: CARES Act – Establishment of the Small City Assistance Program

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The CARES Act established the Coronavirus Relief Fund (CRF), and Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with BMD/HRRM and all relevant departments to make recommendations on the expenditures of the funds. Attached for your approval is a recommendation from the committee to establish the Small City Assistance Program in an amount not to exceed \$28.5 million.

The committee will continue to work with Guidehouse in making further recommendations to Commissioners Court before the CRF expiration date of December 30, 2020.

Thank you for your consideration.

Attachment

Presented to Commissioners Court

July 14, 2020

Approve: E/G



**COVID-19 Small City Assistance Program
July 10, 2020**

BACKGROUND

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

PROGRAM PURPOSE

The COVID-19 Small City Assistance Program’s purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

Coordination. Need to ensure that the County’s response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.

Grants Management. Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.

Eligibility. Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund

Compliance. Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

ELIGIBILITY CRITERIA

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria	Name	Description	Additional Considerations
#1	FEMA 25% Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	Technical assistance provided to help cities apply for FEMA PA
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities: <ul style="list-style-type: none"> - COVID dedicated payroll expenses - Paid sick and medical leave - Government payroll support program - Unemployment insurance costs - Telework capability improvement 	Educate cities about these expense activities

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
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ALLOCATION MAXIMUMS

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

*Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

TECHNICAL ASSISTANCE

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)¹:

1. Conducting outreach activities to:
 - Inform small cities about the program
 - Engaging City management to actively participate in program

2. Hosting webcast and online training for:
 - Overall process of the County's program for small cities
 - Eligible activities under the CRF grant and overlap with other funding sources
 - Workflows, forms, tools, and documentation requirements for reimbursement
 - Brief overview of other federal funding sources

3. Providing tools and templates for reimbursement requests including:
 - Excel based cost tracking mechanism
 - Checklist of eligible activities with required documentation
 - Frequently asked questions (FAQs)
 - Workflow steps for transparency

4. Providing one-on-one support including:
 - Questions around eligibility and/or process
 - Developing reimbursement requests
 - Understanding any rejected/returned reimbursement requests

AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM. ² The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

¹ See Attachment A for framework of technical assistance

² See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

**APPENDIX
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION³**

I, _____, am the Mayor or City Manager of _____ ("Municipality"), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the Municipality's proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

³ Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

**ATTACHMENT A
TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION**

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and close-out activities continuing into 2021.

July	<ul style="list-style-type: none"> - Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process - Small cities execute certification form ahead of receiving CRF distribution from the County
August	<ul style="list-style-type: none"> - Training to help cities identify expenses eligible for FEMA PA and other federal funding sources - Providing training materials about other federal funding sources - Assistance to apply for other federal funding - Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation - Provide tools and templates for tracking costs for reimbursement - Provide eligible cost checklists for CRF reimbursement - Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility - Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received
September	<ul style="list-style-type: none"> - Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion - Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction
October	<ul style="list-style-type: none"> - Support to understand any denied benefits and reapply, if possible
November	<ul style="list-style-type: none"> - Trainings about how subrecipients can properly close out use of funds received and what documentation is required
December	<ul style="list-style-type: none"> - Report on the assistance provided to small cities, the maximization of benefits realized from various federal funding sources, and measure CRF distribution utilized

EXHIBIT B

**CARES Act Coronavirus Relief Fund Eligibility Certification Form
(follows behind)**

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor or City Manager of _____ (“Municipality”), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County (“County”) for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the County or United States Department of the Treasury.
8. I acknowledge that the Municipality’s proposed uses of the funds provided as grant payments from the County by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor’s disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name: _____
Title: _____
Signature: _____
Date: _____

EXHIBIT C Certification
Regarding Lobbying (follows
behind)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 et seq. apply to his certification and disclosure, if any.

Initial Here: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Grant Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL GRANT AGREEMENT
BETWEEN HARRIS COUNTY AND BUNKER HILL VILLAGE TO REIMBURSE
THE CITY FOR ELEGIBLE EXPENSES FROM THE CORONAVIRUS RELIEF FUND**

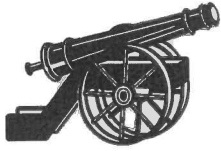
Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Bunker Hill Village, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 18, 2020

Agenda Item No: XIII

Subject/Proceeding: AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS BY AMENDING SECTION 4-171, STANDARDS APPLICABLE TO ALL RESIDENTIAL CONSTRUCTION, OF DIVISION 4, FLOOD HAZARD REDUCTION, OF ARTICLE V, DRAINAGE AND FLOOD DAMAGE PREVENTION, OF CHAPTER 4, DEVELOPMENT, BUILDING AND CONSTRUCTION, PROVIDING CERTAIN REQUIREMENTS APPLICABLE TO FINISHED FLOOR ELEVATION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY AS RECOMMENDED BY THE CITY'S DRAINAGE COMMITTEE

Exhibits: Letter from Harris County
Ordinance No. 20-529

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

The Drainage Committee continues to evaluate the results/impact of various rain events and the City's Development Ordinances. In addition, the City's Drainage Engineer RPS has been keeping the Committee up to date with Harris County's efforts regarding projects and standards.

In accordance with the attached letter from Harris County, the Drainage Committee is recommending an amendment to the City's Drainage Ordinance. Ordinance No. 20-529 adds an additional requirement for the minimum finished floor elevation in Bunker Hill Village. Current, the minimum foundation elevation is based on 12" above the highest of these four factors:

- 1) Top of the nearest sanitary sewer manhole,
- 2) The crown of the street nearest thereto, if the street has curb and gutter,
- 3) The elevation at which water enters the nearest drainage inlet, if the street does not have curb and gutter, or
- 4) The hydraulic grade line as modeled and profiled for the City's major drainage ways based on the 100 year storm event as adopted in the City's Drainage Criteria Manual in 2016.

As noted in the letter, Harris County is recommending that all cities adopt the County's minimum standards to be consistent across all of Harris County. This requirement adds a minimum foundation elevation requirement based on the NOAA Atlas 14 Rain Data.

As discussed and studied with the Drainage Committee, a review of new home foundation elevations in Bunker Hill Village for the last 12 months indicates that previous foundations are meeting the County's requirement already with the exception of one address currently under design. The foundation elevation for this proposed house was voluntarily increased to meet the Harris County requirement.

The City is fortunate to have a model and survey data that allows the City to evaluate each home in the City. Review of the data and the model updates shows the difference in specific areas throughout the City and provides the Building Official the means to set these minimum finish floor elevations to meet the various factors.

After a thorough discussion, the Committee recommends the proposed ordinance which adds the Harris County requirement as a factor to the calculation. This also allows the City to be able to partner with Harris County on projects if this opportunity becomes available.

In additional language was added to clarify how this ordinance would apply to pier and beam structures. The language is based on FEMA definitions.

The Drainage Committee and Staff recommend approval of this Ordinance.

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

May 22, 2020

Honorable Mayors of Cities Located Within Harris County

SUBJECT: Recommendation on Minimum Standards for Communities in Harris County and Draining to Harris County

Dear Honorable Mayors of Harris County Cities:

On Tuesday, May 19, 2020, Harris County Commissioners Court adopted the attached letter to encourage a minimum level of flood resiliency across all of Harris County. Adoption of the minimum standards listed in the letter by communities across Harris County will result in an increased flood resiliency for the entirety of Harris County.

We will be hosting an online information session on **June 2, 2020 at 3:00pm** concerning the initiative for you and any of your staff. The meeting can be accessed at: <https://harriscounty.webex.com/harriscounty/j.php?MTID=m7f419f25deacef15e76825cbfbb32732> or you may call in to the meeting at (408) 418-9388 (meeting access code: 966 199 817).

The purpose of this policy is to provide a minimum set of drainage regulations and development policies that will allow all municipalities in Harris County to have a consistent set of standards that incorporate NOAA Atlas 14 rainfall rates. The proposed standards are intended to preserve the capacity and purpose of the ongoing Harris County Flood Control District (District) Bond Projects and make Harris County more resilient to future flooding events. Nothing in this policy is intended to reduce the level of current regulation within any municipality or to prevent any municipality from enacting more stringent standards.

These recommendations will NOT affect the status or scheduling of projects included on the 2018 Bond Project List. All 2018 Bond Projects will be completed as planned with the funding shown in the bond program.

If a municipality chooses not to update their regulations to these minimum standards, the municipality would not be eligible for participation in the Partnership Projects funding included in the 2018 Bond (Bond Project ID Z-02 – Partnership Projects with Municipalities, Authorities, and Other Districts in Harris County) projects until they do so. This fund amount is authorized at \$175,000,000 and allows for joint funding of unidentified future projects between the District and a participating municipality. If the participating municipality chooses not to update their standards and they currently have

HARRIS COUNTY
OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500
Houston, Texas 77002
(713) 755-5370

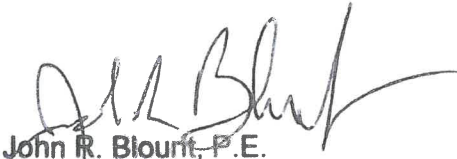
an active partnership project or projects with the District funded through Z-02, the project would be cancelled if not completed by December 31, 2020, and any remaining bond funds will be refunded to the Bond Project ID Z-02. Additionally, Harris County roadway partnership projects that have not begun construction prior to December 31, 2020 will be similarly impacted. Ongoing partnership projects can continue as long as the partnering municipality is actively working toward updating their standards.

If your city has interest, Harris County has engaged an engineering consultant that can assist in updating your regulations to meet the minimum standards listed in the attached letter at no cost to your city.


If you have any questions concerning the update of your regulations or would like assistance from Harris County's engineering consultant, please contact Alisa Max, P.E., Harris County Engineering Department, at alisa.max@eng.hctx.net. If you have any questions concerning your District Bond projects or partnership projects, please contact Matthew Zeve, P.E., Harris County Flood Control District, at matthew.zeve@hcfcd.hctx.net.

We are here to assist your city in becoming more flood resilient.

Sincerely,



John R. Blount, P.E.
County Engineer
Office of the County Engineer



Russell A. Poppe, P.E.
Executive Director
Harris County Flood Control District

Attachment

JB/AM

ORDINANCE NO. 20 - 529

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BUNKER HILL VILLAGE, TEXAS BY AMENDING SECTION 4-171, STANDARDS APPLICABLE TO ALL RESIDENTIAL CONSTRUCTION, OF DIVISION 4, FLOOD HAZARD REDUCTION, OF ARTICLE V, DRAINAGE AND FLOOD DAMAGE PREVENTION, OF CHAPTER 4, DEVELOPMENT, BUILDING AND CONSTRUCTION, PROVIDING CERTAIN REQUIREMENTS APPLICABLE TO FINISHED FLOOR ELEVATION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF THIS ORDINANCE, WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, Chapter 4 of the City of Bunker Hill Village Code of Ordinances contains certain requirements for the minimum slab elevation requirements applicable to all residential construction; and

WHEREAS, The City's Drainage Committee has evaluated concerns regarding the current Drainage Ordinance and Criteria Manual for finished floor elevation requirements and recommends that amendments be adopted to further the City's drainage priorities; and

WHEREAS, the City Council of the City of Bunker Hill Village finds it to be in the best interest of the health, safety and welfare of the citizens to amend these requirements based on recent drainage studies for the area as provided for herein; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUNKER HILL VILLAGE, TEXAS:

Section 1. The facts and matters contained in the preamble are hereby found to be true and correct.

Section 2. Section 4-171, Standards Applicable to All Residential Construction, of Division 4, Flood Hazard Reduction, of Article V, Drainage and Flood Damage Prevention, of

Chapter 4, Development, Building and Construction, of the Code of Ordinances of the City of Bunker Hill Village Texas is hereby amended by deleting there from the language struck through below and adding thereto the language underscored below:

“Sec. 4-171. - Standards applicable to all residential construction.

Generally. Compliance with the provisions of this section shall be a condition for the issuance of development permits for construction of buildings or structures used for residential purposes or for the material alteration of the grade of any lot or tract of land located within the city. For the purposes hereof, "material alteration of the grade" shall mean any alteration of the grade which would or could reasonably result in the diversion or alteration of the course of flow of stormwater runoff to a direction other than directly toward and into the outfall drainage facility designed to receive stormwaters from such lot or tract of land, without traversing upon or across the land of any person other than the person who owns the lot or tract upon which the alteration is to occur.

(a) Erosion and stormwater runoff controls and remedial actions shall be taken incident to all residential construction in accordance with the "Flood Prevention Plan for Residential Construction" as set forth in appendix A, not included herein, and for all things made a part hereof. All such proposed control and remedial action shall be evidenced by the filing of the application as provided in such appendix A.

(b) Each lot or tract of land shall be served by an underground storm sewer system, designed and constructed to provide interior drainage for such lot or tract, and capable of receiving and transporting stormwaters for a minimum of a ten-year frequency storm. Inlets into such system shall be placed around the lot or tract, with consideration given for all permeable surfaces to be covered, so as to provide adequate collection of stormwaters necessary to prevent ponding or overflow onto adjacent properties. Such interior storm sewer system shall be designed and constructed to transport such stormwaters directly to the outfall facility designed to receive stormwaters from such lot or tract. No such storm sewer system shall use underground pipe of less than six (6) inches in diameter. Provided further, no slab for the foundation of any building or structure shall be poured, nor shall any material alteration of the grade of any lot or tract be commenced prior to the installation, inspection and approval of the interior storm sewer system required hereby.

(c) No first level finished floor elevation or the bottom of the lowest horizontal structural member of a pier and beam building shall be less than twelve (12) inches above the higher of the following, in the discretion of the building official for the furtherance of the purposes of this Chapter:

- 1) Top of the nearest sanitary sewer manhole,
- 2) The crown of the street nearest thereto, if the street has curb and gutter,
- 3) The elevation at which water enters the nearest drainage inlet, if the street does not have curb and gutter, or
- 4) The hydraulic grade line as modeled and profiled for the City's major drainage ways based on the 100 year storm event as adopted in the City's Drainage Criteria Manual in 2016.

At no time shall the first level finished floor elevation or the bottom of the lowest horizontal structural member of a pier and beam building be less than the hydraulic grade line as modeled and profiled for the City's major drainage ways based on the Harris County NOAA Atlas 14 required storm event as adopted by Harris County in 2020.

The standards prescribed in this subsection shall be applied:

- (1) For all new residential construction within the city; and
- ~~(2) When the cost of the rebuilding, repair, or modification of the structure exceeds fifty (50) percent of the value of the structure. For purposes of this subsection, the value of the structure shall be the average cost per square foot of all new construction within the city for the last three (3) years based on certified values from the county appraisal district; and~~
- (23) When the repair or modification of an existing structure involves structural modifications, including wall or ceiling board replacement, in rooms constituting more than fifty (50) percent of the climate controlled square footage of the structure.

Section 3. Penalty. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

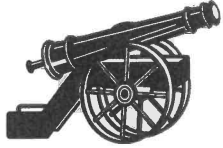
Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Bunker Hill Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this the 18th day of August 2020

Robert P. Lord
Mayor

ATTEST:

Karen Glynn
Acting City Secretary



**CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request**

Agenda Date: August 18, 2020

Agenda Item No: XIV

Subject/Proceeding: DISCUSSION AND DIRECTION REGARDING A RECOMMENDATION BY THE CITY'S TECHNOLOGY COMMITTEE IN REVIEW OF THE CITY'S AGREEMENT WITH AMERICAN TOWER

Exhibits:

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

The Technology Committee was established in 2018. One of the items on the Committee's list of goals was to review and make a recommendation to City Council regarding the City's Agreement with American Tower regarding the cell tower located at City Hall. A subcommittee was established to review and recommend direction on the agreement.

The Technology Cell Tower Subcommittee met by conference call on Friday, June 26, 2020. Present on the call were Jim Krivan, Ben Moreland, Billy Murphy and Steve Smith.

The Subcommittee was tasked with reviewing the existing lease agreement between the City and American Tower for the telecommunications tower behind City Hall at 11977 Memorial Drive. All of the members had been provided with the agreement.

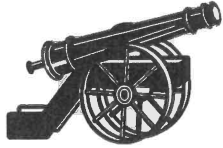
The agreement currently requires an annual payment of \$16,200 to the City with the next renewal in 2024. The general consensus of the committee is that the rate is typical for the height and type of tower behind City Hall. The tower is an 80 foot high tower which limits the number of carriers on the tower and the range is restricted due to the dense trees in the area.

American Tower has submitted a letter of interest in purchasing the lease. The Subcommittee did not recommend this course.

This tower is critical to the telecommunications network in the area and an improvement in tower function could improve overall communications for the citizens in the area.

The Technology Committee is recommending a reply to American Tower that includes that the City does not have an interest in selling the property but would entertain any suggested improvements to the tower and discussion of the lease agreement prior to the 2024 timeframe.

Staff is requesting direction from Council on the reply to American Tower.



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 18, 2020

Agenda Item No: XV

Subject/Proceeding: Citizen Request

Exhibits: Request from Mr. Philip Jacobs – 201 Mayerling

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

The City Council has received the attached request from Mr. Philip Jacobs. Mr. Jacobs approached the City Council in January 2020 and received a six – month extension to complete the house under construction at 201 Mayerling. Mr. Jacobs has two outstanding issues that have not yet been completed. He is asking for an additional extension.

Background:

The house at 201 Mayerling has been under construction for many years. The initial permit was approved in 2010. Work ceased on the property multiple times with the permit expiring at several points in the history of the project. As an effort to get the project completed, extensions were granted and the permit was reactivated.

Mr. Jacobs contacted the City in August 2019 after work has ceased again and requested to complete the house. A letter agreement was developed to document Mr. Jacobs request and the terms of the permit reactivation. Unfortunately, Mr. Phillips was not able to complete the house by December 31, 2019 and the permit has expired.

Mr. Phillips approached the City Council in January 2020 and requested an additional extension of time for the building permit as required by City Ordinance. The City Council granted him a six-month extension which expired in July 2020.

Staff has been working diligently with Mr. Jacobs to complete the project.

APPEAL TO

THE MOST HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL:

Reg: 201 Mayerling Dr

I, Philip Jacob , a resident of Bunker Hill Village for the last 42 years would like to submit the following facts regarding my inability to request building final and occupancy permit within the time frame scheduled for the house at 201 Mayerling.

- 1) I could not request for a building final and occupancy permit because of the inordinate delay on the part of Center Point Energy in installing a gas meter which requires a Riser Setup to be installed by their Contractor.
- 2) The Contractor, set up their own schedule on a five day work week with no work on rainy days & holidays. Apparently Center Point has no say once they issue the Work Order to their Contractor.
- 3) It is more than six (6) weeks since we have been waiting to get the gas connection. I understand from our City Inspector for Final Plumbing that every thing looks good, except that he needs to check out the gas utility.
- 4) All other building Inspections have been done and passed.
- 5) I am in contact with Ms. Veronica Willis who has issued Center Point's Work Order to their Contractor, and she roughly estimates that it will be latter part of July (barring rainy days) the work will be done and Center Point will install the meter immediately paving our way for completion of the Project.

I humbly request you to consider favorably and ratify the lapse in the timing of the Project.

Thank you very much



Philip Jacob

Tele: 713 304 0979

11662 Memorial Drive

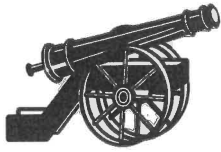
Houston, TX 77024

July 18, 2020

cc: 1) Karen Glynn, City Administrator

2) Steve Smith, Dir Public Works/Bldg Official ✓

RECEIVED JUL 20 2020



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 18, 2020

Agenda Item No: XVI

Subject/Proceeding: CONSIDERATION AND POSSIBLE ACTION TO APPROVE FUNDING FOR THE INSTALLATION OF EQUIPEMENT IN THE COUNCIL/COURT ROOM IN AN AMOUNT NOT TO EXCEED \$5,000 TO BE FUNDED OUT OF THE GENERAL FUND HARWARD/SOFTWARE ACCOUNT TO IMPROVE ONLINE MEETING OPPORTUNITIES

Exhibits: FE Solutions Proposal

Clearance: Steve Smith, Director of Public Works/Building Official
Claire Bogard, Interim Finance Director
Karen Glynn, City Administrator

Executive Summary

As a result of the COVID-19 Pandemic, numerous meetings have been moved to online broadcasts including City Council Meetings, Planning and Zoning Commission Meetings, Committee Meetings, Pre-development Meetings and other needs day to day. It can be very helpful for the Mayor, City Attorney and Staff to join together (with safer distancing) for these meetings in the Council Chambers; however, this continues to create technical difficulties with cameras and sound coordination.

The City of Spring Valley hired a company, FE Solutions, to assist them with these issues for their public meetings. FE Solutions evaluated the Bunker Hill Council room and developed a plan to provide room cameras and broadcast control to make Zoom Meetings work better.

The attached proposal outlines the equipment and installation for Bunker Hill. The cost of the system is proposed at an amount not to exceed \$5,000.00. Funding for this equipment would be from the City's computer and software funds in 2020.

Staff recommends this expenditure. Zoom has proven to be an excellent tool in these situations and has been very well received by our volunteers on our Boards and Committees. Staff foresees continued use of this technology and will also seek partial reimbursement through the Harris County Small Cities Assistance Program.

City Council Chamber Video Upgrade

City of Bunker Hill Village

11977 Memorial Drive
Houston, Texas 77024 United States

Revision: 0
Modified: 7/27/2020



Presented By:

FE Solutions

12933 Brittmoore Park Drive
Houston, TX 77041 USA
(713) 980-2877
<https://fesolutionstx.com/>



PROPOSAL

City Council Chamber Video Upgrade

City of Bunker Hill Village

11977 Memorial Drive
Houston, Texas 77024 United States

Revision: 0
Modified: 7/27/2020



Presented By:

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Council Chamber

FE Solutions will install 2 new digital zoom/pan USB cameras at fixed location . Signal and power extended from Dias. Balanced audio inserted via USB interface. All products Zoom certified. Cables to connect system will be hidden via panduit.

AV System		Equipment	Labor
	1 FE Solutions Delivery,Shipping & Handling	\$71.43	\$0.00
	1 FE Solutions Misc Installation Materials Wallplates hardware and additional panduit cover for hiding cable	\$224.99	\$520.00
	1 Focusrite USA 2i2 USB Audio Interface with Pro Tools Scarlet 2i2 USB Audio Interface	\$189.25	\$44.75
	2 Icron Ranger 2304 4-Port USB 2.0 100m Cat 5e Extender System	\$715.38	\$179.00
	1 Starin Pro AV Outfitters Meeting Room controller(Black) Pro AV Outfitters Meeting Room Controller(Black)	\$416.67	\$250.00
AV System Total		\$1,617.72	\$993.75
Video		Equipment	Labor
	2 Aver AVer CAM340+ USB 3.1 4K Huddle Room Camera AVer CAM340+ USB 3.1 4K Huddle Room Camera	\$933.34	\$53.70
	2 Heckler Heckler ADA Cam Mount for AVer 340 - Black Heckler ADA Cam Mount for AVer 340 - Black Grey	\$135.90	\$134.26
	200 Windy City Wire 16-02P-BLK 16 AWG 2 Conductor, 19x29 Strand, Bare Copper Non-Shielded Plenum Speaker Cable [Black]	\$87.72	\$195.00
	200 Windy City Wire CAT6-BLK 23 AWG 4 Pair Bare Copper, Non-Shielded Non-Plenum Rated Category 6 [Black]	\$68.26	\$195.00
Video Total		\$1,225.22	\$577.96
Council Chamber Total		\$2,842.94	\$1,571.71

* Price Includes Accessories

City Council Chamber Video Upgrade

Project No : FE SO-0200

Rev. 0

7/27/2020

Project Subtotal:

\$2,842.94

\$1,571.71

* Price Includes Accessories

City Council Chamber Video Upgrade

Project No : FE SO-0200

Rev. 0

7/27/2020

PROJECT SUMMARY

Equipment:	\$2,842.94
Labor:	\$1,571.71

Grand Total:	\$4,414.65
---------------------	-------------------

Client: Steve Smith

Date

Contractor: FE Solutions

Date

City Council Chamber Video Upgrade

City of Bunker Hill Village

11977 Memorial Drive
Houston, Texas 77024 United States

Revision: 0
Modified: 7/27/2020

Presented By:

FE Solutions

12933 Brittmoore Park Drive
Houston, TX 77041 USA
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- A. The general project description is contained in the attached document and related documents from herein referred to as the "Proposal".
- B. The specific work to be performed by Contractor is the installation of the specified system as outlined in the Proposal.
- C. The total amount to be paid by the owner for the performance (subject to additions and deductions by written change order) shall not exceed the total specified in the Proposal.
- D. Progress payments will be made according to the payment schedule below. Equipment will not be ordered until the equipment deposit has been submitted. These times are subject to the timing of the construction and the lead times required for the ordered equipment to be delivered.
- E. Payment is due immediately after invoicing. Unpaid balance beyond 30 days after invoicing of completed tasks as outlined in item D shall bear interest payable to Contractor at a rate of 1.5% per month simple interest.
- F. This Proposal expires 30 days following the date stated on the top of this agreement. No work will be scheduled without a deposit plus a signed copy of this agreement. All drawings and specifications contingent on agreement and retainer.
- G. If job is of a retro-fit/remodel nature on an existing structure, and scope of work exceeds time estimated to complete because of unforeseen circumstances, owner agrees that he/she will be back-charged at a rate of \$65 per man, per hour for all extra labor involved in completing the job.
- H. Contractor reserves the right to replace proposed models in the case of obsolescence, discontinuation or unavailability with a comparable model of equal or greater value upon customer approval. Contractor will not be held responsible or liable in any way for any said product's obsolescence, discontinuation or unavailability.

TERMS AND CONDITIONS

These Terms and Conditions are attached to and form a part of FE Solutions' Proposal (the "Proposal") to the Client with respect to goods and services (the "Work") to be provided/performed by FE Solutions for/at Client's facilities (the "Project Site") and shall govern the performance of all Work pursuant to the Proposal after same has been accepted by Client. The Proposal and all of its iterations, the design ideas and technical information it contains and all its appurtenances, such as system drawings, one-lines, BOM's, scope of works, pricing, etc. are the Intellectual Property of FE Solutions and shall remain the property of FE Solutions. Any disclosure to third parties or the misuse of any FE Solutions Intellectual Property without the prior written authorization of FE Solutions is strictly prohibited. FE Solutions reserves the right to charge and by signing below Client agrees to pay a fee of 10% of the total Proposal price (excluding taxes), or five thousand dollars (\$5,000.00), whichever is greater, for Client's unauthorized disclosure of FE Solutions Intellectual Property.

I. REPRESENTATIONS

FE Solutions is not, and does not represent to be, a licensed architect, electrician, electrical engineer, mechanical engineer, or structural engineer and shall not perform, nor be responsible for the performance of, the work of such persons. All information, drawings, schematics, specifications, or other documents containing references to, or depictions of, architectural, electrical, or mechanical attributes which are supplied to Client by FE Solutions hereunder will be provided for the sole purpose of indicating FE Solutions' suggestions related to the Work, and FE Solutions shall have no liability whatsoever, including liability for Client's reliance thereon, except as such information, drawings, documents, specifications, or other documents may relate to the performance of the system and system equipment installed as or in connection with the Work.

II. ACCESS TO SITE

II-a. So as to ensure proper and timely performance of the Work, FE Solutions shall have continuous, uninterrupted access to the Project Site during the hours of 07:00 a.m. to 03:30 p.m., Monday through Friday, except on public holidays, and otherwise upon the reasonable consent of the Client. FE Solutions shall not be liable for any delay if caused by the failure of the Client to provide such access.

II-b. Any requirements for the need to work overtime (after 5:00 p.m., Monday through Friday), on weekends, or during public holidays in order to complete the Work by the date(s) specified in the Proposal (the "Project Schedule") shall be presented by FE Solutions to Client in writing for approval prior to being undertaken; the Client agrees to approve such charges or grant an extension to the completion schedule specified in the Proposal. Overtime rates are outlined in Section IX. Client shall not be required to approve overtime work (or to compensate FE Solutions) or to grant an extension to the Project Schedule if the need, therefore, is caused by FE Solutions' failure to adequately staff or supervise the Work, to timely order and secure any necessary equipment, or to timely obtain any permits, licenses or approvals for which it is responsible.

II-c. Client shall provide FE Solutions staff and sub-contractors working on the Project Site a safe working environment. If the Project Site is deemed dangerous during the time Work is scheduled to be performed, FE Solutions reserves the right to refuse to work or install any equipment in an area of the Project Site where, at the sole discretion of FE Solutions, the safety of those involved is of reasonable concern. FE Solutions may charge Client its normal trip charge or, if asked to wait on the Project Site, FE Solutions' hourly rates to stand by until the Project Site is made available, plus travel time and mileage allowances if instructed to return at another time. Labor rates and trip charges are outlined in Section IV.

III. PAYMENT TERMS

III-a. Client shall pay to FE Solutions the charges for the equipment, all labor, materials, and services as detailed in the Proposal, along with any modifications and changes to same as outlined in any subsequent written change orders approved by Client. Unless otherwise specified in the Proposal, payment terms and schedule are agreed as follows:

- (i) 50% deposit PAYABLE AT SIGHT at time of order;
- (ii) 40% upon equipment delivery at FE Solutions location;

(iii) 10% upon final completion and receipt of close-out documentation.

FE Solutions reserves the right to withhold delivery of products, installation, and maintenance services pending payment.

III-b. A 3% processing fee will be added to all credit card payments. All undisputed invoiced amounts that remain unpaid for more than 60 days shall be subject to a finance charge of 1.5% per month, computed from the date of invoice.

III-d. Unless otherwise specified in the Proposal, all prices charged are FedEx works Supplier's Dock, Houston, TX, standard ground shipping methods, and will be added to the invoice amount, along with applicable excise tax, occupation tax, or similar taxes that could be assessed by relevant governing bodies, even if not specifically called out in the Proposal. Any Client approved changes in quantities, partial release or destination may incur a price adjustment. If expedited shipping is requested by Client, FE Solutions shall be additionally compensated for documented, additional freight charges incurred on Client's behalf. Client shall not make any deductions of any kind from any payment becoming due to FE Solutions unless FE Solutions formally authorizes such deduction.

III-e. 8.25% sales tax shall be assessed on all products and services unless Client provides FE Solutions with a duly authorized tax exemption certificate, in which FE Solutions agrees to exempt Client in accordance with law, effective on the date exemption certificate is received by FE Solutions.

IV. LABOR RATES AND TRAVEL

IV-a. Labor rates are as follows:

\$75/hour for each FE SOLUTIONS Installation Technician, \$115.50 OT rate

\$90/hour for each FE SOLUTIONS Care Technician, \$ 120.00 OT rate

\$100/hour Project Manager, 150.00 OT Rate

\$125/hour for each Programmer, \$ 187.00 OT rate

\$150/hour for Engineering Design consultation, \$ 225.00 OT rate

IV-b. Trip charges will be billed to Client at the following rates: (Please note distance is calculated from 4464 West 12th St., Houston, TX 77055)

\$50 for travel inside Beltway 8

\$75 for travel outside Beltway 8, up to 30 miles from FE Solutions office

\$75 for initial 30 miles plus \$.50 per additional mile for travel outside Beltway 8, over 30 miles from FE Solutions office

V. ADDITIONAL COSTS

v-a. Additional costs, such as parking, specifically requested insurance other than as defined within Section IX, performance and labor bonds, permits, licenses, approvals, etc. shall be borne by Client in addition to the approved Proposal price and shall be billed in full at the completion of the Work.

v-b. A storage fee of 1% of the equipment value will be charged per month for any equipment purchased and stored longer than 30 days in FE Solutions' warehouse at Client's request.

VI. OWNERSHIP

VI-a. All hardware, software and programming codes shall remain the property of FE Solutions until final payment is received by FE Solutions. As part of an ongoing FE SOLUTIONS Service Agreement, to be executed at or around the time of substantial completion of the original project, a back-up copy of all programming code will be kept free of charge on our secure server for the term of the FE Solutions Service Agreement. **VI-b.** Upon delivery of any equipment to the Project Site, a representative of Client shall be required to sign for acceptance of equipment which arrives in undamaged condition and conforms to the descriptions and requirement specified in the Proposal. In the event no Client representative is available at the time of delivery, or such representative refuses to sign for the delivery, photographic evidence showing the equipment has been delivered to the site will be acceptable proof of delivery. Responsibility for the safekeeping and security of such equipment after its delivery to the Project Site shall be borne by the Client, who shall remain responsible for the cost of any repair or replacement of such equipment lost or damaged as a result of vandalism, theft, burglary, fire, water ingress, or any other means outside the direct

control of FE Solutions. Delivery of goods, supplies, and equipment to Client's designated Project Site storage location or equipment that has been installed in its designated location on the Project Site shall be deemed as 'delivered' for billing purposes and shall be invoiced accordingly.

VII. PROJECT SCHEDULE

VII-a. Time is of the essence in the performance of the Work. FE Solutions shall proceed with the performance of the Work in a prompt and diligent manner in accordance with the Project Schedule. FE Solutions shall coordinate its Works with the work of others on the Project Site in a manner which will avoid conflict or interference with the Work of FE Solutions and others and which will avoid delay in the completion of any part or the entire project in accordance with the Project Schedule.

VII-b. Client recognizes that construction delays could affect the schedule for any given system, and shall advise FE Solutions immediately of any adjustment to the Project Schedule known to Client that may have an impact on any system related to FE Solutions' Work.

VII-c. Client recognizes that during the open construction phase of the project FE Solutions can only conduct prewire and mechanical hardware installation. Electronic equipment cannot be delivered, installed or commissioned until its respective space meets 'Room Ready' criteria. 'Room Ready' is achieved when the space in which the equipment is to be installed is secure, dust-free, airconditioned, and free of other trades. Once 'Room Ready' conditions are achieved, the amount of time estimated to complete the installation is described in the 'Schedule' section of the approved proposal document.

VIII. DELAYS

VIII-a. Client's criteria will always be FE Solutions' goal; however, no liability can be assumed for delays by other trades, Client's schedules delayed approval of FE Solutions' drawings and submittals, change orders, or non-availability of specific equipment which may be caused for reasonable extensions of the Project Schedule.

VIII-b. Identified shipping and delivery dates of equipment are provided in good faith and represent FE Solutions' best estimate. If manufacture, delivery, or installation of the equipment is delayed, in whole or in part, through no fault of FE Solutions, including, but not limited to, Acts of God, terrorism, war, strikes, fire, and governmental acts, Client's inability to meet 'Room Ready' conditions as scheduled, FE Solutions' performance time shall be extended without penalty by the duration of the delay. FE Solutions shall not be liable for any default or delay caused by any third party impeding production or delivery of any equipment included in the Proposal.

VIII-c. Delays in the Work caused by interference of other trades, interruptions in Work to clarify change-order requests, inability to access the Project Site during normal working hours, inability to access equipment stored on the Project Site, Client's inability to meet 'Room Ready' conditions as scheduled, or other reasons caused by Client or others will be charged at rates published in Section IV. If FE Solutions personnel arrives to perform Work at the Project Site at the appointed time and are wholly prevented from performing any Work on the date of arrival due to dangerous conditions, inability to access the Project Site, lack of power, or other reason beyond the control of FE Solutions, it will result in a half day charge for the crew plus trip charges as per Section IV to reassign and redeploy to another site.

IX. INSURANCE

FE Solutions shall, at its own expense, carry all workers compensation insurance to protect FE Solutions employees and comprehensive general liability insurance necessary for the protection of the FE Solutions and Client. Any sub-contractors will be required to provide similar insurance coverage. Client shall obtain and pay for insurance against injury to its own employees, if any, and other persons on the Project Site at the Client's direction. FE SOLUTIONS Group shall submit a Certificate of Insurance naming Client as additional insured before performing any Work.

X. LIMITATION OF LIABILITY

X-a. FE Solutions' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Work shall be limited to two (2) times the Proposal price.

X-b. FE Solutions shall not be liable to Client for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential

compensation whatsoever (howsoever caused) which arise out of or in connection with its performance of the Work, unless caused or occasioned by its gross negligence or willful misconduct.

X -c. Neither party shall be liable to the other for any delay in failure to perform its obligations hereunder (other than a payment of money) where such delay or failure results from force majeure, act of God, fire or explosion not caused by the party affected thereby, or any cause beyond its reasonable control.

XI. WARRANTY

XI-a. All new equipment and systems will be warranted for a period of one (1) year (90 days for original projector lamps and batteries) from the date of acceptance or first beneficial use, whichever is first, against defective materials, design, workmanship, and improper adjustment. Any defective equipment will be either promptly repaired by FE Solutions at its sole cost and expense or replaced at no expense to Client with equipment of equal or better quality and performance, provided it does not show abuse. For equipment with more than a one (1) year manufacturer's warranty, that extended warranty will be honored by FE Solutions and passed along to Client at no expense to Client. For any repair services covered under FE Solutions' one (1) year warranty, FE Solutions shall be the sole source utilized for repairs. Client agrees to provide access for any scheduled or requested repair services of the system or equipment. FE Solutions warrants that all services performed or provided by FE Solutions (and/or its permitted subcontractors) in connection with the Work will be performed in a good and workmanlike manner, by adequately skilled, trained and supervised personnel, and in accordance with best industry practices and the requirements of all applicable laws, statutes, codes, ordinances and regulations.

XI-b. Unless otherwise specified, the manufacturer's equipment warranty will be for one (1) year. FE Solutions will administer the process of getting equipment repaired or replaced under warranty at no additional charge during the original equipment manufacturer's warranty period. Please note manufacturers' warranty periods may vary. Modification of equipment necessary may void warranty with a manufacturer.

XI-c. Troubleshooting over the phone and on-site problem diagnosis/ on-site service will be at no charge. FE Solutions will respond to all service requests within 24 hours. Service will be available Monday through Friday during normal office hours (8:00 a.m. to 5:00 p.m.). Typically, on-site services requests received after 12:00 p.m. will be interpreted as dispatching a technician on the next business day. Depot service of equipment will be per the manufacturer's warranty. Applicable freight charges for equipment to/from manufacturer if required will remain the responsibility of Client. Included with all system sales, free backup and secure archiving of source codes at FE Solutions' location is provided for the life of the system and custom programming is provided as part of the system deployment and commissions.

XI-d. The foregoing equipment warranty does not apply if the system or any of its components, including wiring and software, are subjected to conditions or actions outside of normal operating conditions, including, but not limited to, misuse, neglect, vandalism, accidental damage, or operational error. FE Solutions is not responsible for "image burn" on display devices as a result of prolonged periods of static images being displayed or projected and in such cases, the manufacturer's warranties will apply.

XI-e. The foregoing equipment warranty does not apply if a system malfunction is caused by 'Owner-Furnished Equipment' (OFE). No OFE will be included in the system warranty. System diagnosis and on-site service for malfunctions found to be a result of OFE will be billed per Section IV with a 2-hour minimum plus materials and travel. Applicable freight charges for equipment to/from manufacturer during this period will remain the responsibility of the Client. Such charges will be handled under a separate billable work order and will not be treated as a warranty repair.

XI-f. The foregoing equipment warranty does not apply if fundamental changes to system configuration, system operations or system components are requested or attempted by Client. Such changes or requests will be handled under a separate billable change-order request process. Change Orders will be processed and billed on a Time and Materials basis, including labor, materials, shipping, handling, restocking fees, if applicable, and any other charges imposed by supplies.

XI-g. Emergency on-site service is available upon request, with a \$100 Expedited Fee to apply. Service agreements are available with terms up to 36 months, which will provide coverage beyond the one (1) year warranty period to accommodate Client specific needs. See attachment for a brief overview of FE Solutions Service Program. Please

note costs for FE Solutions Service agreements shall not be commingled with the costs for the system installation in this proposal and shall not in any way conflict with the first year warranty covered as specified herein.

XII. CHANGES IN SCOPE OF WORK

XII-a. Costs resulting from material changes in the scope of the Work requested by Client, additional requirements or restrictions placed on FE Solutions by Client, or changes in the configuration of the equipment described in the Proposal, will be added to the Proposal price depending upon the changes required.

XII-b. When FE Solutions becomes aware of the nature and impact of a requested change, a written Change Order will be submitted for review and approval by Client, prior to continuing Work. Change Order cost calculations will be commensurate with the materials and labor rates provided within the Proposal. Such changes shall be billed at 100% of the approved value upon completion of the change, and shall not be subject to the progressive payment schedule as outlined in Section III.

XIII. CLAIMS

All equipment returns are subject to manufacturers' policies. In the event of the necessity to return defective equipment, Client shall contact FE Solutions immediately. NO CREDIT shall be allowed for articles returned without prior written authorization. No returns of customized equipment will be allowed. Restocking charges for conforming equipment subject to return shall be invoiced to the Client as follows:

- (i) Costs of any restocking fees to be charged by the manufacturer to FE Solutions to re-stock the items in question.
- (ii) All related miscellaneous costs related to the return of such items, including, but not limited to, transportation, brokerage, etc.

XIV. GENERAL

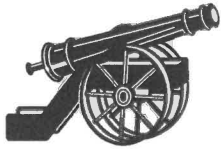
This Proposal shall be firm for 60 days from the date of issuance unless specifically stated otherwise in the Proposal. This Proposal supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, the course of prior dealings, promise or condition in connection shall not bind the parties therewith. These Terms and Conditions, unless superseded by a written agreement executed by both parties hereto, shall govern the transaction, notwithstanding any conflicting term or condition of any other document or communication to the contrary. This shall represent the complete and final agreement between Client and FE Solutions for the matters set forth herein. Terms contained in Clients' purchase orders, offers to buy, terms and conditions, and the like shall have no effect.

Client: Steve Smith

Date:

Contractor: FE Solutions

Date:



CITY OF BUNKER HILL VILLAGE
CITY COUNCIL
Agenda Request

Agenda Date: August 18, 2020

Agenda Item No: XVII

Subject/Proceeding: **PRESENTATION AND DISCUSSION ON THE RECONSTRUCTION OF BUNKER HILL ELEMENTARY SCHOOL**

Exhibits: Existing and Proposed Site Plans
Preliminary Project Schedule

Clearance: Steve Smith, Director of Public Works/Building Official
Karen Glynn, City Administrator

Executive Summary

Spring Branch Independent School District has been in discussion with the City regarding the redevelopment of Bunker Hill Elementary School at 11950 Taylorcrest. The school is currently scheduled for reconstruction per the District's approved 2017 Bond Referendum.

Bunker Hill Elementary School is located at 11950 Taylorcrest. Bunker Hill Elementary School was constructed in 1956. The School was annexed into the City at the request of Spring Branch Independent School District (SBISD) in December 1956 and has continued to operate at this location since that time.

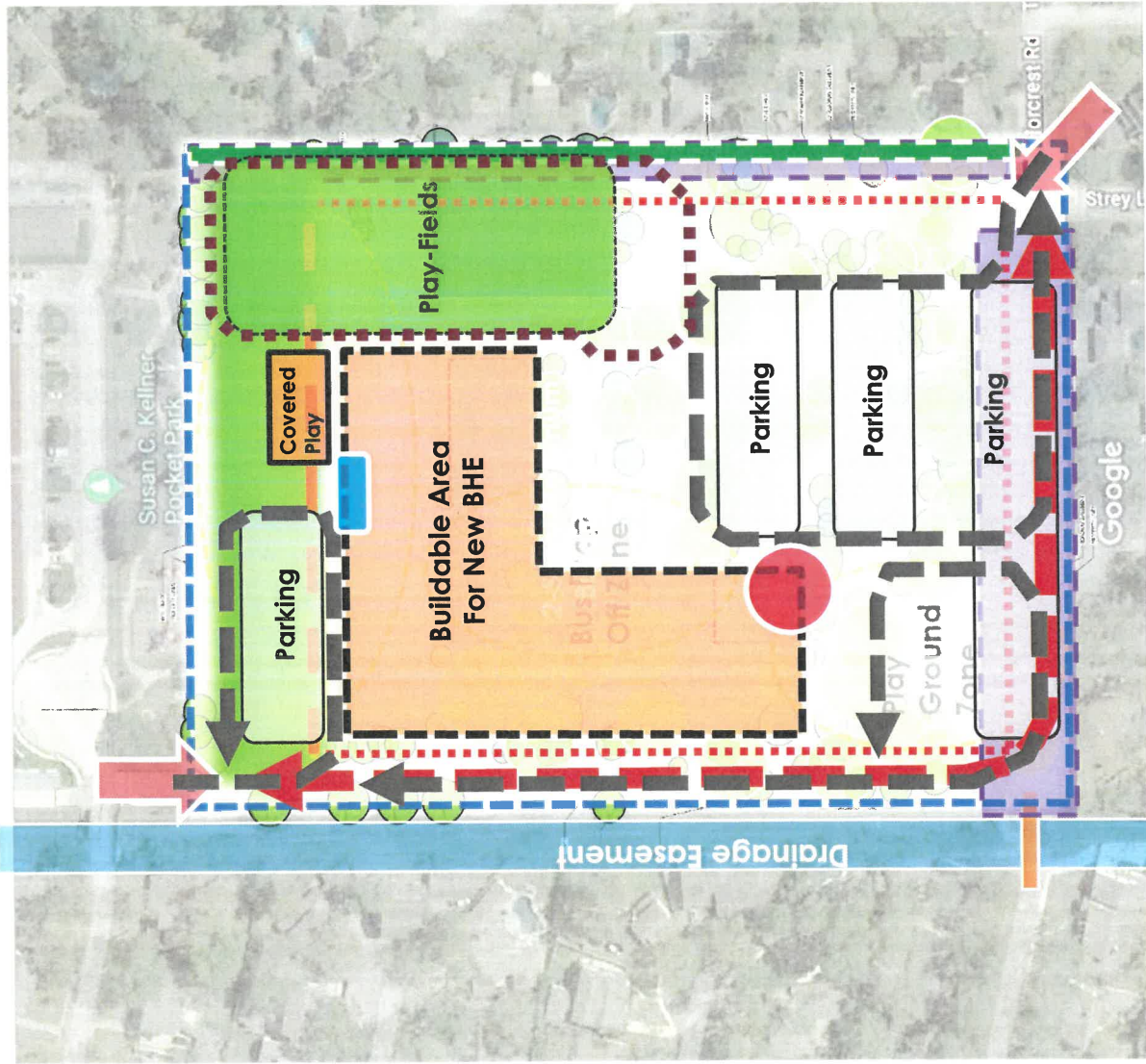
Staff will share the proposed site plans, construction schedule and details with the City Council to prepare for this project.



Project Scope:

- Replacement of Bunker Hill Elementary School
- On-Site Transition
- Approx. 110,000 SF
- 18-20 Month total Construction period





Site Plan

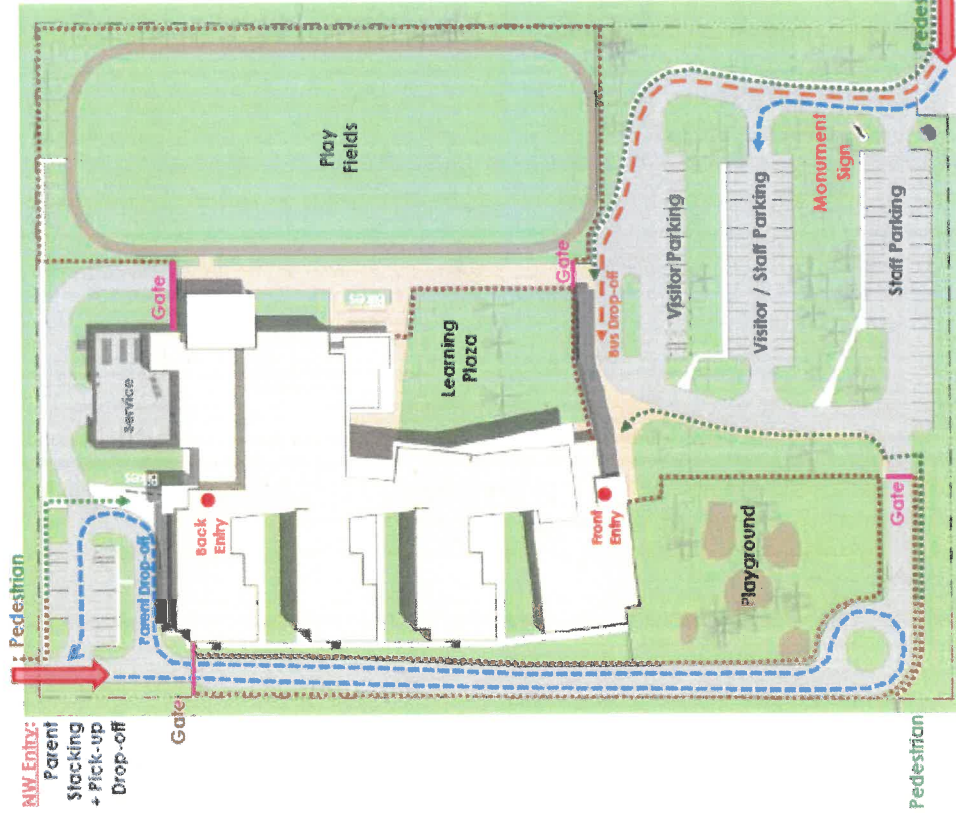
Functional Relationships

Entry Drives: Parent Drop-off, Visitor Entry + Bus Drop-Off

Parking: Visitor, Staff, Service

Outdoor Play: Covered Play, 1/4 Mile Track, Fields

**Bunker Hill ES Design Development
Site Plan Elements**



1. Perimeter Boundary / Security

- a) Site Access (Existing access points to campus remain as is)
- b) Site Fencing (6ft at Perimeter + Learning Plaza, 4 Vehicle Access Gates)
- c) Building (Main Front Entry, Back Secondary Entry)
- d) Service Yard at North end of site

2. Traffic Flow

- a) Pedestrian Walks (3 points of entry)
- b) Parent Drive/Drop-off (NW corner from neighborhood)
- c) Service Entry (NW corner from neighborhood)
- d) Bus Drive/Drop-off (SE corner from Taylorcrest)
- e) Visitor Entry (SE corner from Taylorcrest)
- f) Student Bike Racks (80 near Gym + 20 at Parent Drop-off)

