

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large/Mayor Pro Tem

Maria Reyes
District 1



Alejandro García
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**NOTICE OF REGULAR COUNCIL MEETING
OF THE CITY, COUNCIL
OF THE
CITY OF SOCORRO**

.....
THE FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATION FOR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY CLERK'S OFFICE AT (915) 858-2915 FOR FURTHER INFORMATION.
.....

NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF SOCORRO, TEXAS WILL BE HELD ON WEDNESDAY THE 2ND, DAY OF MARCH, 2017 AT 6:00 P.M. AT THE CITY HALL CHAMBERS, 860 N. RIO VISTA RD., SOCORRO, TEXAS AT WHICH TIME THE FOLLOWING WILL BE DISCUSSED:

1. Call to order
2. Pledge of Allegiance and a Moment of Silence
3. Establishment of Quorum

PUBLIC COMMENT

4. **Public Comment** (The maximum time for public comment will be 30 minutes and three minutes will be allotted for each speaker. Government Code 551.042 allows for responses by city council to be a statement of specific information given in response to the inquiry; or a recitation of existing policy in response to the inquiry; or a decision to add the public comment to a future agenda.)

PRESENTATION

5. **Recognition and appreciation** to District 1 Representative, Maria Reyes for the courage and persistence to overcome the behavior she had to endure for several years. **Rene Rodriguez**
6. **Recognition and appreciation** to Texas State Board of Education District 1, Georgina C. Perez for the book donation to make our Rio Vista Library a success. **Rene Rodriguez**

7. **Presentation** SISD Teachers of the Year, Campestre, Escontrias, Hueco Elementary, H.D. Hilley Elementary, Ernesto Serna, Mission Early College, Salvador Sanchez, Socorro High School and Socorro Middle. *Alejandro Garcia*
8. **Recognition** to VASSP Soccer Championships for Escontrias Elementary, H.D. Hilley Elementary and Socorro Middle School. *Alejandro Garcia*

NOTICE TO THE PUBLIC

ALL MATTERS LISTED UNDER THE CONSENT AGENDA, INCLUDING THOSE ON THE ADDENDUM TO THE AGENDA, WILL BE CONSIDERED BY THE CITY COUNCIL TO BE ROUTINE AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION ON THESE ITEMS UNLESS CITY COUNCIL MEMBERS REMOVE SPECIFIC ITEMS FROM THE CONSENT AGENDA TO THE REGULAR AGENDA FOR DISCUSSION PRIOR TO THE TIME THE CITY COUNCIL MEMBERS VOTE ON THE MOTION TO ADOPT THE CONSENT AGENDA.

ITEMS REMOVED FROM THE CONSENT AGENDA TO THE REGULAR AGENDA WILL BE CONSIDERED BY THE CITY COUNCIL AFTER ACTING ON THE CONSENT AGENDA.

ANY MATTERS LISTED ON THE CONSENT AGENDA AND THE REGULAR AGENDA MAY BE DISCUSSED IN EXECUTIVE SESSION AT THE OPTION OF THE CITY OF SOCORRO CITY COUNCIL FOLLOWING VERBAL ANNOUNCEMENT, IF AN APPROPRIATE EXCEPTION TO THE OPEN MEETING REQUIREMENT OF THE TEXAS OPEN MEETINGS ACT IS APPLICABLE.

CONSENT AGENDA

9. **Excuse** absent council members. *Olivia Navarro*
10. **Approval** of Special Capital Improvement Workshop Minutes of February 15, 2017, Special Council Meeting Minutes of February 16, 2017 and Regular Council Meeting Minutes of February 16, 2017. *Olivia Navarro*

REGULAR AGENDA

PUBLIC WORKS

11. **Discussion and action** to approve contract with Jaime Pina to install fencing at Mauro Rosas Park in the amount of \$13,250.00 and to authorize City Manager or her designee to sign contract or agreement. *Miguel Rosas*

PLANNING AND ZONING

12. **Discussion and action** on approval to waive the event permit fee for the El Paso Mission Trail Association event at The Socorro Mission. Participants will be visiting various areas from New Mexico and/or local students to perform/assist at the Re-enactment of "The First Thanksgiving 1598" in promoting, educate and restore the History of Socorro, Texas.
Sam Leony
13. **Discussion and action** on approval to waive event permit fee for the El Paso Mission Trail Association event at The Cougar Park. Participants will be visiting from various areas from New Mexico and/or local students to perform/assist at the Re-enactment of "The First Thanksgiving 1598" to promote culture, diversity and educate.
Sam Leony
14. **Approval** to waive the event permit fee for the Annual Bazaar Saints Peter and Paul Catholic Church.
Sam Leony

CITY MANAGER

15. **Discussion and action** to award a contract for professional services for development and implementation of a comprehensive system for Land Use Management, including Permitting, Inspections and Code Enforcement, to The Sidwell Company and to authorize the City Manager or her designee to sign the contract for same.
Adriana Rodarte
16. **Discussion and action** to approve a donation to the Nurses Association in the amount of \$1,500 for the 35th Annual Lower Valley Health Fair at Socorro High School on April 8, 2017.
Adriana Rodarte
17. **Discussion and action** on approval for Interlocal Agreement between the City of El Paso and the City of Socorro for animal services and authorize the city manager or her designee to execute the agreement.
Adriana Rodarte

MAYOR AND COUNCIL

18. **Discussion and action** to allocate \$1,000.00 from the General Fund for the Neighborhood Watch Program for signs.
Rene Rodriguez
19. **Discussion and action** to direct staff to find a storage facility to house the books that were donated by Texas State Board of Education District 1, Georgina C. Perez for our Rio Vista Library.
Rene Rodriguez
20. **Discussion and action** to authorize one or more elected officials to travel to Round Rock, Texas, June 14-16, 2017 to participate in a Texas Municipal League Conference and orientation to get better prepared to serve as effective elected city officials and to acquire greater knowledge regarding municipal governance.
Alejandro Garcia
21. **Discussion and action** on removing Mary Perez from the Historical Landmark Commission and appointing Ina Pinales to the vacant position.
Alejandro Garcia

22. Discussion and action to direct staff to provide Marketing Apparel for Council to better represent the City of Socorro in Local, City, County and State events. **Alejandro Garcia**

23. Discussion and action to Request for Qualifications for Banks/Credit Unions.
Alejandro Garcia

The City Council of the City of Socorro may retire into EXECUTIVE SESSION pursuant to Section 3.08 of the City of Socorro Charter and the Texas Government Code, Sections 551, Subchapter D to discuss any of the following: (The items listed below are matters of the sort routinely discuss in Executive Session, but the City Council of the City of Socorro may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071 CONSULTATIONS WITH ATTORNEY

Section 551.072 DELIBERATION REGARDING REAL PROPERTY

Section 551.073 DELIBERATION REGARDING PROSPECTIVE GIFT

Section 551.074 PERSONNEL MATTERS

Section 551.076 DELIBERATION REGARDING SECURITY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

Discussion on the following:

24. Discussion and action on advice received from City Attorney in closed session, and action to approve real estate transaction; authorize filing or settlement of legal action; authorize employment of expert witnesses and consultants, and employment of special counsel with respect to pending legal matters. **Adriana Rodarte**

25. Discussion and action on qualifications of individuals for employment and for appointment to Boards & Commissions, job performance of employees, real estate acquisition and receive legal advice from City Attorney regarding legal issues affecting these matters. **Adriana Rodarte**

26. Discussion and action regarding pending litigation and receive status report regarding pending litigation. **Adriana Rodarte**

27. Discussion and action regarding application of El Paso Electric Company to change rates filed on about February 13, 2017 [551.071]. **James A. Martinez**

28. Discussion and regarding the application of El Paso Electric Company to implement a Voluntary Community Solar Power Pilot Program in Texas [551.071]. **James A. Martinez**

29. Discussion and action of real property known as Cougar Park [551.071].
James A. Martinez

30. Adjourn

DATED THIS 27th DAY OF FEBRUARY, 2017.

By: 

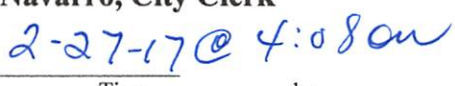
Olivia Navarro, City Clerk

I, the undersigned authority, hereby certify that the above notice of the meeting of the City Council of Socorro, Texas is a correct copy of the notice and that I posted this notice at least Seventy-two (72) hours preceding the scheduled meeting at the City Administration Building, 124 S. Horizon Blvd., in Socorro, Texas.

DATED THIS 27th DAY OF FEBRUARY, 2017.

By: 

Olivia Navarro, City Clerk

Agenda posted: 

Removed: _____ Time: _____ by: _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 27, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RENE RODRIGUEZ

SUBJECT: Recognition and appreciation to District 1 Representative, Maria Reyes for the courage and persistence she had to endure for several years.

SUMMARY

Mrs. Reyes was one of the key players to end the corruption in the City of Socorro and we are grateful and want to take this opportunity to recognize and appreciate her courage.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: N/A

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RENE RODRIGUEZ

SUBJECT: Recognition and appreciation of Texas State Board of Education District 1, Georgina C. Perez for the book donation to make our Rio Vista Library a success.

SUMMARY

On our February 16th meeting, we were pleased to hear that Texas State Board of Education District 1, Georgina C. Perez has donated a significant number of books to our Rio Vista Library. This will provide our community a full access library within our city and residents will no longer have to pay to use libraries from surrounding areas.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: N/A

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 24, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RENE RODRIGUEZ

SUBJECT: Recognition to SISD Teacher of the Year for.

SUMMARY

The City of Socorro celebrates all teachers and want to recognize Teacher of the Year for their effective work in and outside of the classroom.

Campreste : Mrs. Subia
Escontrias: Socorro Giron
Hueco: Luz Lopez
H.D. Hilley: Margarita Zavala-Murphy
Enersto Serna: Brenda Carrillo
Rober Rojas: Cristina Fierro
Mission Early College: Mr. Christopher Nwihim
Salvador Sanchez: Crystal Candelaria
Socorro High: Eunice Trevizo
Socorro Middle: Cassandra Hernandez

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: N/A

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 24, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ALEJANDRO GARCIA

SUBJECT: Recognition to VASSP Soccer Championships for Escontrias Elementary, H.D. Hilley Elementary and Socorro Middle.

SUMMARY

The SISD Volunteer After School Sports Program (VASSP) offers students in grades Pre-K to sixth an opportunity to participate in sports and recreational activities while motivating them to attain an interest in their classes and maintain their grade point average.

Want to recognize Soccer Championships

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: N/A

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
 2. CFO _____ Date _____
 3. Attorney _____ Date _____
- .

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large/Mayor Pro Tem

Maria Reyes
District 1



Alejandro García
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**CAPITAL IMPROVEMENT WORKSHOP
COUNCIL MEETING MINUTES
FEBRUARY 15, 2017 @ 6:00 P.M.**

MEMBERS PRESENT:

Mayor Gloria M. Rodriguez
Rene Rodriguez
Yvonne Colon-Villalobos
Alejandro Garcia

MEMBERS ABSENT:

Victor Perez
Maria Reyes

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Jim Martinez, City Attorney
Sam Leony, Planning and Zoning Director

Chief Carlos Maldonado
Lt. Eddie Smith
Victor Reta, Recreation Centers Director
Miguel Rosas, Parks and Public Works Director
Charles Casiano, CFO
Omar Guevara, IT
Adriana Rodriguez, Executive Assistant

1. CALL TO ORDER

The meeting was called to order at: 6:05 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Olivia Navarro

3. ESTABLISHMENT OF QUORUM

A quorum was established with four members present.

4. PUBLIC COMMENT

Daniel Hernandez and Sergio Jaime were signed up to speak but declined.

CONSENT AGENDA

5. EXCUSE ABSENT COUNCIL MEMBERS.

OLIVIA NAVARRO

A motion was made by Rene Rodriguez seconded by Alejandro Garcia to *approve item number five (5)*. Motion passed.

Ayes: Rene Rodriguez, Yvonne Colon-Villalobos, and Alejandro Garcia

Nays:

Absent: Victor Perez and Maria Reyes

PUBLIC HEARINGS / ORDINANCES

6. DISCUSSION AND ACTION ON CAPITAL IMPROVEMET PROJECTS.

SAM LEONY

A motion was made by Rene Rodriguez seconded by Alejandro Garcia to *suspend the rule to allow speakers to speak*. Motion passed.

Ayes: Rene Rodriguez, Yvonne Colon-Villalobos, and Alejandro Garcia

Nays:

Absent: Victor Perez and Maria Reyes

Daniel Hernandez and Sandy Saucedo spoke

A motion was made by Rene Rodriguez seconded by Yvonne Colon-Villalobos to *delete item number six (6)*. Motion passed.

Ayes: Rene Rodriguez, Yvonne Colon-Villalobos, and Alejandro Garcia

Nays:

Absent: Victor Perez and Maria Reyes

7. DISCUSSION AND ACTION ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS. ADRIANA RODARTE

8. *DISCUSSION AND ACTION* ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.

ADRIANA RODARTE

9. *DISCUSSION AND ACTION* REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.

ADRIANA RODARTE

A motion was made by Rene Rodriguez seconded by Yvonne Colon-Villalobos to *delete items seven (7), eight (8) and nine (9).* Motion passed.

Ayes: Rene Rodriguez, Yvonne Colon-Villalobos, and Alejandro Garcia

Nays:

Absent: Victor Perez and Maria Reyes

10. *ADJOURN*

A motion was made by Ren Rodriguez seconded by Yvonne Colon-Villalobos to *adjourn at 7:02 p.m.* Motion passed.

Gloria M. Rodriguez, Mayor

Olivia Navarro
City Clerk

Date minutes were approved

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large/Mayor Pro Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

**SPECIAL COUNCIL MEETING MINUTES
FEBRUARY 16, 2017 @ 4:00 P.M.**

MEMBERS PRESENT:

Mayor Gloria M. Rodriguez
Yvonne Colon-Villalobos
Maria Reyes
Alejandro Garcia

MEMBERS ABSENT:

Victor Perez
Rene Rodriguez

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Bruce Koehler, City Attorney
Sam Leony, Planning and Zoning Director

Chief Carlos Maldonado
Victor Reta, Recreation Centers Director
Miguel Rosas, Parks and Public Works Director
Charles Casiano, CFO
Omar Guevara, IT
Adriana Rodriguez, Executive Assistant
Rosio Marin, HR Director
Anibal Olague, Grant Writer
Isela Gonzalez, Court Coordinator

1. CALL TO ORDER

The meeting was called to order at: 4:06 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Adriana Rodarte.

3. ESTABLISHMENT OF QUORUM

A quorum was established with four members present.

During this time Mayor Maya Sanchez from San Elizario and Mayor Javier Perea from Sunland Park were recognized.

4. PUBLIC COMMENT

No speakers for Public Comment.

CONSENT AGENDA

5. EXCUSE ABSENT COUNCIL MEMBERS.

OLIVIA NAVARRO

A motion was made by Maria Reyes seconded by Alejandro Garcia to *approve item number five (5)*. Motion passed.

Ayes: Yvonne Colon-Villalobos, Maria Reyes, and Alejandro Garcia

Nays:

Absent: Victor Perez and Rene Rodriguez

PUBLIC HEARINGS / ORDINANCES

6. DISCUSSION AND ACTION ON PRESENTATION BY MICHAEL MEDINA, EXECUTIVE DIRECTOR OF EL PASO METROPOLITAN PLANNING ORGANIZATION, THE PROCESS, PROVIDE EXAMPLES AND ANSWER ANY QUESTIONS. **SAM LEONY**

Presentation by Michael Medina.

No action in this item.

Yvonne Colon-Villalobos stepped out of the meeting at 4:50 pm, and broke quorum

The presentation resumed back at 4:55 pm.

7. DISCUSSION AND ACTION ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS. **ADRIANA RODARTE**

8. DISCUSSION AND ACTION ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS.

ADRIANA RODARTE

**9. *DISCUSSION AND ACTION* REGARDING PENDING LITIGATION AND
RECEIVE STATUS REPORT REGARDING PENDING LITIGATION.**

ADRIANA RODARTE

10. *ADJOURN*

The meeting was adjourned at 5:43 pm.

Gloria M. Rodriguez, Mayor

Olivia Navarro
City Clerk

Date minutes were approved

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large/Mayor Pro Tem

Maria Reyes
District 1



Alejandro García
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

COUNCIL MEETING MINUTES FEBRUARY 16, 2017 @ 6:00 P.M.

MEMBERS PRESENT:

Mayor Gloria M. Rodriguez
Victor Perez
Yvonne Colon-Villalobos
Maria Reyes
Alejandro Garcia

MEMBERS ABSENT:

Rene Rodriguez (*Arrived to the meeting at 7:09 pm*)

STAFF PRESENT:

Adriana Rodarte, City Manager
Olivia Navarro, City Clerk
Bruce Koehler, City Attorney
Jim Martinez, City Attorney
Sam Leony, Planning and Zoning Director

Chief Carlos Maldonado
Lt. Eddie Smith
Victor Reta, Recreation Centers Director
Miguel Rosas, Parks and Public Works Director
Charles Casiano, CFO
Omar Guevara, IT Director
Rosio Marin, HR Director

1. CALL TO ORDER

The meeting was called to order at: 6:02 p.m.

2. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

Pledge of Allegiance was led by Victor Perez

3. ESTABLISHMENT OF QUORUM

A quorum was established with five members present.

A motion was made by Victor Perez seconded by Yvonne Colon-Villalobos to *move up item number thirteen (13)*. Motion passed.

Ayes: Victor Perez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia

Nays:

Absent:

13. *DISCUSSION AND ACTION REGARDING DANNENBAUM ENGINEERING CO.'S WORK ON THE SPARKS ARROYO DRAINAGE ANALYSIS, UNION FIELD BASIN PROJECT, THOROUGHFARE TRAFFIC STUDY WITH A MASTER SIDEWALK PLAN, SAFE ROUTES TO SCHOOL AND FEES FOR SUBDIVISIONS.*
ADRIANA RODARTE

Presentation made by Jose Reyes, Rick _____ and Gabriela Ramos

Fernie Salcido spoke on this item.

Yvonne Colon-Villalobos stepped out of the meeting at 6:32 pm.

Yvonne Colon-Villalobos stepped back into the meeting at 6:33 pm.

A motion was made by Maria Reyes seconded by Yvonne Colon-Villalobos to *suspend the rule and allow speakers to speak*. Motion passed.

Ayes: Victor Perez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia

Nays:

Absent: Rene Rodriguez

Jesse Montelongo spoke on this item.

A motion was made by Victor Perez seconded by Alejandro Garcia to *approve item number thirteen to include Place Rd. from Alameda to Socorro, Rd., Buford from Alameda to Socorro, Rd, traffic study on Old Hueco from Alameda to North Loop, intersections of Old Hueco and Moon Rd, Bauman and North Loop and, Rio Vista from Alameda to Buford*. Motion passed.

Rene Rodriguez arrived to the meeting at 7:09 pm

Sergio Jaime spoke on this item.

Ayes: Victor Perez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia

Nays:

Abstain: Rene Rodriguez

4. PUBLIC COMMENT

Jose Medina, Lucia Medina, Jose Martinez, Jesse Montelongo, Rosario Soto, Jose Vasquez, Prajedis Ortiz, Tony Valdez, Ralph Duran, Gary McDaniel, Omar Rivas, Angelita Vasquez and Adan Mageña.

Sergio Jaime and Elba Mageña were signed up to speak but declined. Art Marrufo and Raul Granados were signed up to speak but were not present.

A motion was made by Victor Perez seconded by Rene Rodriguez to *suspend the rule and allow the rest of the speakers that were signed up for Public Comment to speak*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

Esmelsa Licon, Daniel Hernandez, Michelle Caracoza, Jose Medina and Fernie Salcido spoke during Public Comment.

Yvonne Colon-Villalobos stepped out of the meeting at 7:52 pm.

Yvonne Colon-Villalobos returned to the meeting at 7:53 pm.

A motion was made by Victor Perez seconded by Rene Rodriguez to *move up items eleven (11), sixteen (16), seventeen (17), fourteen (14), twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) and twenty-eight (28) to be next on the agenda and move items eight (8), nineteen (19), and twenty-nine (29) to Executive Session*.

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *move up items twenty (20), twenty-one (21), twenty-two (22), twenty-three (23), twenty-four (24) and twenty-eight (28) eleven (11), sixteen (16), seventeen (17) and fourteen (14)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

20. DISCUSSION AND ACTION ON REMOVING MARTY LOYA FROM THE HISTORICAL LANDMARK COMMISSION AND APPOINTING DANIEL FRESQUEZ TO THE VACANT POSITION. MARIA REYES

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number twenty (20)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

21. DISCUSSION AND ACTION TO REMOVE GLORIA ONTIVEROS FROM THE PLANNING AND ZONING COMMISSION AND REPLACE WITH CATHERINE KEARNY TO THE VACANT POSITION.

ALEJANDRO GARCIA

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number twenty-one (21)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

22. DISCUSSION AND ACTION ON REMOVING ALEX MIRANDA FROM THE CIVIL SERVICE COMMISSION AND APPOINTING MARIA E. QUIJAS TO THE VACANT POSITION.

ALEJANDRO GARCIA

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number twenty-two (22)*. Motion passed.

Ralph Duran spoke on this item.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

23. DISCUSSION AND ACTION ON REMOVING CHARLIE DOMINGUEZ FROM THE BOARD OF ADJUSTMENTS AND APPOINTING CYNTHIA GUTIERREZ TO THE VACANT POSITION.

ALEJANDRO GARCIA

A motion was made by Maria Reyes seconded by Yvonne Colon-Villalobos to *approve item number twenty-three (23)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

28. DISCUSSION AND ACTION ON REMOVING ARTURO LA FUENTE FROM THE PLANNING AND ZONING COMMISSION AND APPOINTING DANIEL HERNANDEZ TO THE VACANT POSITION.

YVONNE COLON-VILLALOBOS

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve item number twenty-eight (28)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain:

24. *SWEARING IN OF NEWLY ELECTED COMMISSIONERS.*

During this time, all the commissioners were sworn in by Mayor Rodriguez.

Alejandro Garcia stepped out of the meeting at 8:14 pm.

Alejandro Garcia stepped back into the meeting at 8:15 pm.

POLICE DEPARTMENT

11. *DISCUSSION AND ACTION TO AUTHORIZE THE POLICE CHIEF TO SIGN A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNITED STATES MARSHAL SERVICE TO PARTICIPATE IN THE VIOLENT OFFENDER TASK FORCE.* CHIEF CARLOS MALDONADO

A motion was made by Victor Perez seconded by Rene Rodriguez to *approve item number eleven (11)*. Motion passed.

Daniel Hernandez was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

16. *DISCUSSION AND ACTION ON THE SOUTHWEST CHRONICLES EDU © PUBLICATION AND A 4 PAGE LAYOUT THEREIN IN THE AMOUNT OF \$1,500.00.* GLORIA M. RODRIGUEZ

A motion was made by Rene Rodriguez seconded by Victor Perez to *delete item number sixteen (16)*. Motion passed.

Sergio Jaime was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

**17. DISCUSSION AND ACTION AND PRESENTATION BY GEORGINA PEREZ
TO ACCEPT A BOOK DONATION FROM THE OFFICE OF THE STATE
BOARD OF EDUCATION. RENE RODRIGUEZ**

A motion was made by Victor Perez seconded by Victor Perez seconded by Rene Rodriguez *to approve item number seventeen (17).* Motion passed.

Jaime Abeytia spoke on this item.

Sergio Jaime was signed up to speak on this item, but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

**14. DISCUSSION AND ACTION TO APPROVE RESOLUTION 510 AND
SUPPORT LETTER FOR THE HACIENDA SANTA BARBARA
APARTMENTS. ADRIANA RODARTE**

Presentation made by Tom Andrews.

Art Marrufo and Raul Granados were also present.

Rene Rodriguez stepped out at 8:35 pm.

Rene Rodriguez stepped back into the meeting at 8:37 pm.

Daniel Hernandez and Sergio Jaime spoke on this item.

A motion was made by Victor Perez seconded by Rene Rodriguez *to approve item number fourteen (14) and authorizing the city to waive no more than \$35,000.00 in fees.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

A motion was made by Victor Perez seconded by Rene Rodriguez *to move items eight (8), nineteen (19) and twenty-nine (29) to Executive Session for legal advice.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

**THE CITY COUNCIL CONVENED INTO EXECUTIVE SESSION AT 8:57
PM**

EXECUTIVE SESSION

**THE CITY COUNCIL RECONVENED BACK IN OPEN SESSION AT 9:53
PM**

CITY ATTORNEY

- 8. DISCUSSION AND ACTION TO RESCIND THE ACTION TAKE ON ITEM 12 OF THE AGENDA FOR THE JANUARY 5, 2017, CITY COUNCIL MEETING AND TO DIRECT STAFF TO PREPARE AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR A CHURCH ON TRACTS 4-D-5-A AND 4-D-5, BLOCK 3, SOCORRO GRANT AT 10720 W. BURT RD. JAMES A. MARTINEZ**

A motion was made by Victor Perez seconded by Maria Reyes to *approve the change*. Motion passed.

Jose Medina, Sr., Lucia Medina, Jose Medina, Jose Vasquez, Omar Rivas, Angelita Vasquez and Adan Mageña spoke on this item.

Sergio Jaime and Elba Mageña, were signed up to speak but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

- 19. DISCUSSION AND ACTION TO RESCIND THE ACTION TAKEN ON ITEM 21 OF THE AGENDA FOR THE JANUARY 26, 2017, CITY COUNCIL MEETING AND INSTEAD ERECT TEMPORARY BARRICADES AT CERTAIN "DEAD END" LOCATIONS ON RANCHO VIEJO DRIVE, ANTIGUA DRIVE, LOS ADOBES DRIVE AND TRES CABALLOS DRIVE.**

MARIA REYES

A motion was made by Maria Reyes seconded by Rene Rodriguez to *change the word rescind to undo the action taken on item 21 of the agenda for the January 26, 2017, City Council Meeting and instead erect temporary barricades at certain "dead end" locations on Rancho Viejo Dr., Antigua Drive, Los Adobes Drive and Tres Caballos, Dr.* Motion passed.

Tony Valdez and Fernie Salcido spoke on this item

Sergio Jaime and Gary McDaniel were signed up to speak but declined.

Ralph Duran was signed up to speak but had left the meeting.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

29. *DISCUSSION AND ACTION ON COUNCIL APPROVAL TO HOLD A MEETING REQUESTED BY CONSTITUENTS FROM RANCHO MIRAVAL WITH THE CITY ATTORNEY OR HIS DESIGNEE TO DISCUSS THE RESIDENTS' OPTIONS.* ***YVONNE COLON-VILLALOBOS***

A motion was made by Victor Perez seconded by Maria Reyes to *delete item twenty-nine (29)*. Motion passed.

Sergio Jaime and Fernie Salcido were signed up to speak but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

33. *DISCUSSION AND ACTION REGARDING POLICE CHIEF [551.074].* ***ADRIANA RODARTE***

A motion was made by Rene Rodriguez seconded by Victor Perez to *delete item thirty-three (33)*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

PROCLAMATION

5. *PROCLAMATION TO CELEBRATE BLACK HISTORY MONTH FROM WEDNESDAY FEBRUARY 1 – TUESDAY FEBRUARY 28, 2017.* ***ALEJANDRO GARCIA***

Proclamation read by Mayor Gloria M. Rodriguez.

CONSENT AGENDA

6. *APPROVAL OF SPECIAL COUNCIL MINUTES OF JANUARY 26, 2017 AND REGULAR COUNCIL MINUTES OF FEBRUARY 2, 2017.* ***OLIVIA NAVARRO***

7. *EXCUSE ABSENT COUNCIL MEMBERS.* ***OLIVIA NAVARRO***

A motion was made by Maria Reyes seconded by Victor Perez to *approve the Consent Agenda with a correction to the January 26, 2017 minutes item number twenty-two (22), to include "in all fashions"*. Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

9. DISCUSSION AND ACTION TO PURCHASE AN ADA-COMPLIANT VEHICLE FOR THE RECREATION CENTER DEPARTMENT.

VICTOR RETA

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve item number nine (9)*. Motion passed.

Sergio Jaime was signed up to speak but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

10. DISCUSSION AND ACTION TO SIGN THE CONTRACT FOR A VENDOR FOR THE 2017 INDEPENDENCE DAY EXTRAVAGANZA FIREWORKS DISPLAY

VICTOR RETA

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve Big Dog Pyro for the 2017 Independence Day Extravaganza Fireworks*. Motion passed.

Daniel Hernandez spoke on this item.

Sergio Jaime was signed up to speak but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

12. DISCUSSION AND ACTION ON AWARDDING CONTRACT FOR INSTALLATION OF WROUGHT IRON OR CHAIN LINK TO SECURE PARTS OF MAURO ROSAS PARK.

MIGUEL ROSAS

A motion was made by Victor Perez seconded by Rene Rodriguez to *delete item number twelve (12)*. Motion passed.

Daniel Hernandez and Sergio Jaime were signed up to speak but declined,

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

**15. DISCUSSION AND ACTION TO APPROVE AND RECOGNIZE
NEIGHBORHOOD CRIME WATCH PROGRAMS. ADRIANA RODARTE**

A motion was made by Rene Rodriguez seconded by Victor Perez to *approve*

An amended motion was made by Victor Perez seconded by Rene Rodriguez to *approve and the program be supervised by Socorro Police Department and meet the Socorro Police Department guidelines.* Motion passed.

Jesse Montelongo spoke on this item.

Sergio Jaime was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

**18. DISCUSSION AND ACTION ON REVIEWING THE CURRENT FEES
COLLECTED BY THE CITY OF SOCORRO TO INCLUDE PERMITS AND
FINES. RENE RODRIGUEZ**

A motion was made by Rene Rodriguez seconded by Maria Reyes to *direct the city manager to review and bring back to council.* Motion passed.

Sergio Jaime was signed up to speak on this item but declined.

Ralph Duran was signed up to speak on this item but had left the meeting.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

Victor Perez stepped out of the meeting at 10:40 pm.

Victor Perez returned to the meeting at 10:43 pm.

25. DISCUSSION AND ACTION TO AUTHORIZE CITY MANAGER AND CHIEF OF POLICE TO RESEARCH AND START THE IMPLEMENTATION PROCESS FOR A SOCORRO POLICE EXPLORERS PROGRAM PARTNERSHIP WITH NEIGHBORING SCHOOL DISTRICTS.

ALEJANDRO GARCIA

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve item number twenty-five (25)*. Motion passed.

Chief Maldonado and Reserve Officer De Avila spoke on this item.

Sergio Jaime was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

26. DISCUSSION AND ACTION TO DIRECT STAFF TO FURTHER INVESTIGATE AND RESEARCH "CHILDHOOD OBESITY PREVENTION AWARDS."

ALEJANDRO GARCIA

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve item number twenty-six (26)*. Motion passed.

Sergio Jaime was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

27. DISCUSSION AND ACTION FOR APPROVAL TO ADD A YOUTH ADVISORY COMMISSION TO OUR BOARDS AND COMMISSIONS.

ALEJANDRO GARCIA

A motion was made by Maria Reyes seconded by Rene Rodriguez to *approve and direct the attorney to prepare an ordinance*. Motion passed.

Sergio Jaime was signed up to speak on this item but declined.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

30. *DISCUSSION AND ACTION* ON ADVICE RECEIVED FROM CITY ATTORNEY IN CLOSED SESSION, AND ACTION TO APPROVE REAL ESTATE TRANSACTION; AUTHORIZE FILING OR SETTLEMENT OF LEGAL ACTION; AUTHORIZE EMPLOYMENT OF EXPERT WITNESSES AND CONSULTANTS, AND EMPLOYMENT OF SPECIAL COUNSEL WITH RESPECT TO PENDING LEGAL MATTERS. *ADRIANA RODARTE*

31. *DISCUSSION AND ACTION* ON QUALIFICATIONS OF INDIVIDUALS FOR EMPLOYMENT AND FOR APPOINTMENT TO BOARDS & COMMISSIONS, JOB PERFORMANCE OF EMPLOYEES, REAL ESTATE ACQUISITION AND RECEIVE LEGAL ADVICE FROM CITY ATTORNEY REGARDING LEGAL ISSUES AFFECTING THESE MATTERS. *ADRIANA RODARTE*

32. *DISCUSSION AND ACTION* REGARDING PENDING LITIGATION AND RECEIVE STATUS REPORT REGARDING PENDING LITIGATION. *ADRIANA RODARTE*

A motion was made by Maria Reyes seconded by Rene Rodriguez to *delete items thirty (30), thirty-one (31) and thirty-two (32)*

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

33. *ADJOURN*

A motion was made by Victor Perez seconded by Rene Rodriguez to *adjourn at 10:55 p.m.* Motion passed.

Ayes: Victor Perez, Rene Rodriguez, Yvonne Colon-Villalobos, Maria Reyes and Alejandro Garcia.

Nays:

Abstain

Gloria M. Rodriguez, Mayor

Olivia Navarro

Date minutes were approved

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Miguel Rosas

SUBJECT: Discussion and action to approve Jaime Pina to secure Mauro Rosas Park in the amount of \$13,250.00 and to authorize City Manager or her designee to sign contract or agreement.

SUMMARY

On February 2nd Council provided a \$20,000 budget to secure the park. Wrought iron is not cost effective and we could not find a company with anything under \$20,000. (Please see attached documentation.) Chain link fence is relatively more affordable with quick installation, low maintenance, durable and dependable containment. This is particularly essential when you are fencing in a large area of land. That makes chain link an ideal choice for commercial properties. Chain link fence can be found around playgrounds, parking lots, industrial parks, sports fields, and other large areas that need fencing.

The purpose of this agenda item is to inform you that the purchasing requirements have been met. Miguel Rosas, Parks & Public Works Director received the following three quotes:

- Jaime Pina in the amount of \$13,250.00
- Sabino's Iron Works in the amount of \$14,800.00
- C&G Construction in the amount of \$15,385.00

Staff is recommending Jaime Pina be approved for this contract. This decision was based on overall experience, performance capabilities and prior work this company has done for the City of Socorro Parks & Public Works Department. This company meets all purchasing policy requirements.

Purchasing Policy Requirements:

PURCHASES BETWEEN \$3,000 AND \$24,999:

Purchases of goods or services between \$3,000 and \$24,999 must follow this procurement process:

- A. Solicit three (3) competitive quotes for the goods or services AND complete the Bid Quote and Comparison Worksheet. Section 252.0125 of the Local Government Code delineates the quotation process which must be followed regarding Historically Underutilized Businesses, as follows:

A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to chapter 2161, Government Code. Please see mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp for HUB search.

- B. Review each quote for the best overall value (value is not solely determined by price, although the lowest bid should be recommended unless you can show reasons based on bid specifications to disqualify the bid relating to past performances, poor references, etc.) Note that you will need to retain all quotes for Fiscal Year End + 3 years.
- C. Prepare a brief recommendation for the record to support the purchase.
- D. Submit electronic purchase requisition and submit to Chief Financial Officer.
- E. Once a Purchase Order is approved, proceed to ordering goods and services.
- F. Once you receive your goods and/or services, sign off on packing slip and forward the packing slip/receipt to AP.

STATEMENT OF THE ISSUE

Same as above

FINANCIAL IMPACT

Account Code (GF/GL/Dept): CO 2014

Funding Source: Capital Funds for Park Improvements

Amount: 13,250.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Decline or deny all quotes.

STAFF RECOMMENDATION

Staff recommends approval on this item.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____



Proposal

SABINO'S IRON WORKS

4005 HARRISON
EL PASO, TX 79930
TEL: (915) 562-9500 CELL: (915) 219-0919

PROPOSAL SUBMITTED TO: <u>Socorro City Court Park</u>	PHONE	DATE <u>FEB-08-2017</u>
STREET <u>350 Flora Moreno</u>	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

(1) 740' x 82" WROUGHT IRON FENCE
Materials: pickets 3/4 x 3/4", posts 3x3" sq. tubin
Design: Same Design in existing park
INCLD. Installation AND PAINT.

(2) 740' x 6' CHAIN LINK FENCE @ 14,800"
CHAIN LINK NINE GA.
~~PAINT~~

We Propose Hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:
Dollars (\$ 39,720).

Payments to be made as follow:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviates from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, Accidents or delays beyond our control. Owner to carry the wind damages and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Sabino Gonzalez

Note: This proposal may be
withdrawn by us if not accepted with 30 days.

Acceptance of Proposal - The above prices specification and conditions are satisfactory and are hereby accepted; You are authorized to do the work as specified. Payment will be made as outline above.

Signature _____

Date of acceptance: _____

Signature _____

Proposal

Page number 1 of 1 Page(s)

C & G Construction

10353 Kellogg Street
El Paso, TX 79924
(915) 821-0543 / cell (915) 240-8531

Proposal submitted to: <u>CITY OF DOCTORO</u>		Phone	Date <u>2/7/2016</u>
Street		Job Name <u>CHAIN LINK FENCE</u>	
City, State and Zip Code		Job Location	
Architect	Date of Plans	Job Phone	

We hereby submit specifications and estimates for:

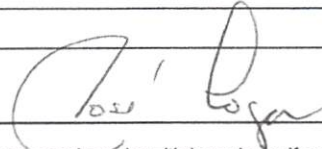
APPROX 736 LINEAL FEET 6' HIGH -
WIRE: 2" - 9 GA X 6' = 750'
POSTS: CORNERS - 3" O.D X 9' SCH 40 - 4 EA
LINES 2" " " " " 74 EA
TOP RAIL 1 5/8" O.D. - 750'
BOTTOM: 9 GAUGE TENSION WIRE 750'
BRACE RAILS: 1 5/8" O.D. 84'

We propose, hereby, to furnish material and labor - complete in accordance with the above specifications, for the sum of: _____ dollars (\$ 15,385)

Terms: TAX EXEMPT

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
Signature



NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance _____

Signature _____

Signature _____

JAIME PIÑA
14356 VENECIA DR
HORIZON CITY, TX 79928
(915) 494 - 3775 CELL
(915) 313 - 5198 Fax

PROPOSAL SPECIFICATIONS

Proposal To: City of Socorro
ATTN: Miguel / Daniel

DATE: 2-8-17
PHONE: _____
FAX: _____

Project Name: 740' 6' fence @ park
Mauro Rosas Park

BID ITEMS: The following is our proposal for the above items:

I. Materials for 740' 6' fence no gates (straight line)

- A. 6'h wire 9ga.
- B. 2" ss40 linepost X 8'h
- C. 3" ss40 Endpost X 8'h
- D. 1 5/8 ss40 taprail
- E. 9ga. tension wire
- F. 12ga. tie wire
- G. Hand mix concrete
- H. Standard holes 24" deep
- I. All fittings

Materials : \$ 7,600⁰⁰

II. Labor

Labor : \$ 5,650⁰⁰

Total : \$ 13,250⁰⁰

*We exclude the following: Engineering, site grading,
grounding points layouts & underground hazard location
(i.e., digging permits or line location), bonds, permits, all taxes

**We exclude the following for gate operators:
All electrical, trenching, conduit & low voltage wiring

JAIME PIÑA

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large
Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: March 2, 2017

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, City Manager

SUBJECT:

Approval request to waive the event permit fee for the El Paso Mission Trail Association event at The Socorro Mission. An Indian Tribe will be visiting from Albuquerque, NM. to reenact the First Thanksgiving 1598 to promote, educate and restore the history of Socorro, TX.

ORGANIZER:

El Paso Mission Trail Association
9065 Alameda Ave.
El Paso, TX. 79907

EVENT LOCATION:

Socorro Mission
328 S. Nevarez Rd.
Socorro, Texas 79927

DATE OF EVENT:

April 23, 2017

RECOMMENDATION:

The Planning and Zoning Department recommends APPROVAL with the condition that the organizer provides a traffic control plan and coordinate with the Socorro Police Department for the safety of the constituents.



501 (c)
NON PROFIT

April 23, 2017

WAIVER REQUEST FORM

EL PASO,
Applicant's Name: MISSION TRAIL ASSOCIATION
Applicant's Address: 9065 Alameda
City: EL PASO State: TX Zip: 79907
Address of Proposed Waiver: 328 S. NEVAREZ RD, SOCORRO, TX 79927
"Socorro Mission"
Reason for request and circumstance causing conflict: FEES/PERMITS
RE-ENACTMENT OF "FIRST THANKSGIVING
1598". PROMOTE, EDUCATE, RESTORE THE
HISTORY OF SOCORRO, TX.

Daniel
Applicant's Signature

2-21-17
Date

City Council Action: Approved _____ Disapproved _____

Date: _____

Planning and Zoning Director: _____

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large
Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: March 2, 2017

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, City Manager

SUBJECT:

Approval request to waive the event permit fee for the El Paso Mission Trail Association event at The Cougar Park. An Indian Tribe will be visiting from Albuquerque, NM. to reenact the First Thanksgiving 1598 for education, culture, and diversity.

ORGANIZER:

El Paso Mission Trail Association
9065 Alameda Ave.
El Paso, TX. 79907

EVENT LOCATION:

Cougar Park
10664 Socorro Rd.
Socorro, Texas 79927

DATE OF EVENT:

April 23, 2017

RECOMMENDATION:

The Planning and Zoning Department recommends APPROVAL with the condition that the organizer provides a traffic control plan and coordinate with the Socorro Police Department for the safety of the constituents.



501(c)
NON PROFIT

April 23, 2017

WAIVER REQUEST FORM
EL PASO

Applicant's Name: MISSION TRAIL ASSOCIATION

Applicant's Address: 9065 ALAMEDA

City: EL PASO State: TX Zip: 79907

Address of Proposed Waiver: 10664 SOCORRO RD
SOCORRO, TX 79927 COUGAR PARK

Reason for request and circumstance causing conflict: FEES / PERMIT
VISITING INDIAN TRIBE FROM ALBUQUERQUE,
N.M. - TO PERFORM AT "FIRST THANKSGIVING
1598" EDUCATE, CULTURE, DIVERSITY.

[Signature]
Applicant's Signature

2-21-17
Date

City Council Action: Approved _____ Disapproved _____

Date: _____

Planning and Zoning Director: _____

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large
Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: March 2, 2017

TO: MAYOR AND CITY COUNCIL

FROM: Sam Leony, Planning and Zoning Director

CC: Adriana Rodarte, City Manager

SUBJECT:

Approval request to waive the Event Permit fee for the Annual Bazaar at Saints Peter and Paul Catholic Church.

EVENT

LOCATION:

673 Old Hueco Tanks Rd.,
Socorro, Texas 79927

DATE OF

EVENT: June 23, 24, and 25, 2017

APPLICANT:

Yolanda Garcia
673 Old Hueco Tanks Rd.
Socorro, Texas 79927
(915) 859-3737

RECOMMENDATION:

The Planning and Zoning Department recommends APPROVAL with the following condition:

The facilities designated for the Bazaar shall pass the necessary inspections (electrical, plumbing, and fire) performed by the Socorro Planning Department and the Fire Marshal (El Paso County E.S.D. # 2).



Event Permit # _____

1. Applicant's Name: Father Raul Trigueros
2. Applicant's Address: 473 Old Hueco Tanks Rd
3. Date of Event: June 23, 24 and 25, 2017
4. Address of Event: 473 Old Hueco Tanks Rd
5. Phone Number: (915) 859-3737
6. Legal Description Subdivision: _____
Tract: TR 12-B Lot: _____ Block: 5
7. Zoning: SU-1, special use zone

This permit is issued on the express condition that the event authorized shall be in compliance with the provision set forth in Ordinance #48, and all amendments to said ordinance.

This application becomes a permit upon receipt of the permit fee and signed approvals.

Y. Garcia
Applicant's Signature

Feb. 10, 2017 \$ _____
Date Fee

Planning Department Approval

Date

Yolanda Garcia
(915) 588-1778



WAIVER REQUEST FORM

Applicant's Name: Father Raul Triqueros (Saint Peter & Paul Catholic Church)

Applicant's Address: 673 Old Hueco Tanks Rd

City: El Paso State: Texas Zip: 79927

Address of Proposed Waiver: 673 Old Hueco Tanks Rd El Paso TX 79927

Reason for request and circumstance causing conflict: Saint Peter & Paul Catholic Church is a non-profit religious institution which is situated in one of the lowest socio-economic areas in El Paso County and for these two reasons we humbly ask for a waiver of the fee. The approval of this request would greatly appreciated by our church's community

Y. Garcia
Applicant's Signature

Feb. 10, 2017
Date

City Council Action: Approved _____ Disapproved _____

Date: _____

Planning and Zoning Director: _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and action to approve Accela Land Management and Accela Implementation Professional Services Sidwell to promote a successful project that meets the City of Socorro's objective and to authorize City manager or her designee to sign contract or agreement.

SUMMARY
ABOUT ACCELA

Accela provides civic engagement solutions for government. Accela's Civic Platform, which includes open APIs (application programming interface) and mobile apps, enables and improves core processes for city, county, state and federal governments. Accela's solutions uniquely address the diverse needs of constituents by making publicly available information more accessible. The Accela Civic Platform includes solutions for land management, asset management, licensing and case management, legislative management and more. Accela has more than 1,000 customers worldwide and is headquartered in San Ramon, California, with offices in San Francisco, New York, Melbourne and Dubai.

The purpose of this agenda item is to inform you that the purchasing requirements have been met. Omar Guevara, Information Technology received the following 3 quotes:

- Citizenserve in the amount of \$39,600.00
- Accela in the amount of \$37,104.00
- SmartGov in the amount of \$56,894.00

City staff is recommending approval of Accela Land Management licenses for 10 users and Accela Implementation Professional Services. This decision was based on software overall experience, performance and capabilities that our Planning & Zoning needs in

order to provide an upper level of service. This company meets all purchasing policy requirements.

Purchasing Policy Requirements:

PURCHASES BETWEEN \$25,000 AND \$49,999:

Purchases of goods or services between \$25,000 and \$49,999 must follow this process:

- A. Solicit three (3) competitive quotes for the goods or services AND complete the Bid Quote and Comparison Worksheet. Section 252.0125 of the Local Government Code delineates the quotation process which must be followed regarding Historically Underutilized Businesses, as follows:

A municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to chapter 2161, Government Code. Please see mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp for HUB search.

- B. Review each quote for best overall value and select top three (3) quotes and conduct basic comparative analysis. Best overall value can be determined by (i) the purchase price, (ii) the reputation of the bidder and the bidder's good or services, (iii) the quality of the bidder's goods or services, (iv) the extent to which the goods or services meet the City's needs, (v) the bidder's past relationship with the municipality, (vi) the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities, (vii) the total long-term cost to the City to acquire the bidder's goods or services, and (viii), any other relevant criteria specifically listed in the request for bids or proposals. While best overall value is not solely determined by price, the lowest bid should be recommended, unless you can show that a higher bid provides the best overall value based on the foregoing factors, which must be listed in the bid specifications if they are to be considered. Note that you will need to retain all quotes for Fiscal Year End + 3 years.
- C. Forward your recommendation along with at least three (3) quotes to the City Manager for approval.
- D. The City Manager will make the recommendation to City Council.
- E. Once recommendation has been approved by City Council, submit an electronic Purchase Requisition to Director of Finance. The Requisition must include the

City Council meeting date and agenda item number where the purchase was approved on the notes.

STATEMENT OF THE ISSUE

Same as above

FINANCIAL IMPACT

Account Code (GF/GL/Dept): GF/05613/07

Funding Source: General Fund

Amount: 37,104.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

Decline or deny all quotes.

STAFF RECOMMENDATION

Staff recommends approval on this item.

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____



DELIVERING LEAN CIVIC EXCELLENCE

01/23/2017

Sales Order: 1979

City of Socorro
Attn: Omar Guevara
860 N. Rio Vista Rd
Socorro, TX 79927

Dear Omar,

Paladin Data Systems Corporation (Paladin) applauds your decision to invest in affordable innovation for your community. We'll be with you every step of the way to ensure a successful and smooth transition to the SMARTGOV suite.

Quantity	Units	Item	Term	Amount
1	Site	Annual Subscription 10 Users	Subscription	\$8,750.00
1	Site	SMARTGOV Citizen Portal	Subscription	\$3,728.00
4	User	Inspect App	Subscription	\$2,016.00
		Subscription Subtotal		\$14,494.00
1	Site	SMARTConnector Parcel	One Time	\$3,500.00
1	Site	SMARTConnector GIS	One Time	\$3,500.00
1	Site	SMARTConnector Financial	One Time	\$3,500.00
1	Site	SMARTConnector Merchant	One Time	\$3,500.00
		Subtotal One Time		\$14,000.00
140	Hour	Configuration: 60 Permit Types, 16 Code Enforcement Types, Fees	Professional Services	\$22,400.00
40	Hour	Web Training	Professional Services	\$6,000.00
		Professional Services Subtotal		\$28,400.00

Data Migration is not included in this quote.

Total Investment = \$56,894.00

Total Annual Renewal: \$14,494.00



DELIVERING LEAN CIVIC EXCELLENCE

Terms of Service:

- Offered pricing on this Sales Order is valid if signed by 02/22/2017.
- SaaS Subscription terms are one (1) year beginning upon signing this Sales Order.
- Pricing is based on the total number of full-time users.
- Subscription includes 5 "occasional users" which individually average < 2 hours of daily usage.
- Subscription and One Time fees, not including services, are billed upon signing this Sales Order.
- Professional Services are estimates only and will not be exceeded without your approval. Professional Services are billed monthly on a time & materials basis.
- Payment terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt please email a copy of your Tax Exemption Certificate to contracts@paladindata.com.
- Please address purchase orders to:
Contracts, Paladin Data Systems, 19362 Powder Hill Place NE, Poulsbo, WA 98370
- Supplemental training and startup assistance are available in an online format and through telephone support.
- Technical support is available from 5am to 5pm PST by calling (800) 532-8448 or email to support@paladindata.com.
- This Sales Order is governed by the terms and conditions of SMARTGOV's Master SaaS Subscription and Professional Services Agreement available at: www.paladindata.com/agreements/master-psa-saas

Thanks for your order and your trust in SMARTGOV to help you save money, increase efficiency, and raise customer service levels. We truly look forward to serving you and your community.

Sincerely,

Lauren Lomax

Yes! I accept these terms; let's get started today!

Authorized Signature and Title at Socorro, City of, TX

Date



Price Quote

Account Name: Socorro, Texas

Contact Term:

Billing Cycle: Annual
Billing Schedule: Upon Contract Signing
Service Term: TBD (12 months)

Components Selected:

Code Enforcement
Permitting
Planning and Zoning
Business Licensing
Citizen Access Pages

Fees:

11 User Subscriptions	\$1,500 per named user per year	\$16,500.00
Setup, Training and Implementation	\$600 per named user	\$6,600.00
Additional Services	Data import (not requested)	\$0.00
	Systems integration (not requested)	\$0.00
	Payment processors integration *	\$0.00
	Batch load of GIS data layers and ongoing updates	\$0.00
Total 1st Year Fees		\$23,100.00
Each Additional Year Fees		\$16,500.00

* Citizenserve existing payment processors

Authorize.net
CyberSource
ETS
Invoice Cloud
HP Convenience Pay Services
PayPal
Xpress Bill Pay
CiviTek
UniBank

Integration with Payment processor not on this list will incur a onetime charge of \$5,000



City of Socorro

Accela Land Management 10 Users

February 14, 2017

Hilary Huntington
Business Development Executive SMG
(603) 616-7221
hhuntington@accela.com

Products and Services

Annual Subscriptions

Product Code	Product Name	Description	Qty	Sales Price	Total Price
SS10ACAPOP5001	Accela Citizen Access - Subscription Population Population Under 50K	Accela Citizen Access - Subscription Population Population Under 50K	32517	\$0.00	\$0.00
SS10APFMSAS0001	Accela Civic Platform - Subscription User	Accela Civic Platform - Subscription User	10	\$1,910.40	\$19,104.00

Grand Total: USD\$19,104.00

Accela Civic Platform Order Detail

General Information

Customer Name	City of Socorro
Customer Contact	Samuel Leony
Customer Address	124 S. Horizon Blvd., El Paso, Texas 79927

Agreement Terms

Term Start	Upon the last signature date of the Order
Term End	Twelve months from the Term Start date

Payment Schedule

Currency USD	\$19,104.00
Initial Payment	due upon signing of the contract

If a PO is required, you must provide the PO number to the right in order for it to be referenced on the invoice. If no PO number has been provided, the invoice will be issued and valid without the PO number.

PO# (If required)
Type NA if not required

Terms	
Contract Term	36 Months
Special Terms	Initial term is 3 years as indicated in the Order form. At the anniversary of each annual subscription, the per-unit pricing will increase by 3% over the previous annual term. At the end of Customer's initial 3-year term the subscription will renew for additional 12 month terms. The per-unit pricing during said additional terms will be the same as the prior term's annual fees unless customer is notified otherwise by Accela not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term's per-unit pricing. Customer may opt-out from said automatic renewal by providing written notice to Company not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Company and paying the fees associated with the increase. Such fees will be calculated at the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.

This Order Form shows applications Client has subscribed to, the amount charged for each, and the cost for implementation services if applicable. Implementation services being purchased on this Order Form will be delivered based on a separate mutually agreed upon Statement of Work (SOW). By signing the Order Form, Client is agreeing to purchase these applications under the Accela Subscription Terms and Conditions agreement herein, any associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Accounting Payable Contact Information	
First Name:	Last Name:
Title:	
Email Address:	
Phone Number:	

Signature Section			
Vendor	Accela, Inc.	Client	City of Socorro
Signed By		Signed By	
Date		Date	
Title		Title	
Name (Print)		Name (Print)	
Additional Signatures (Optional)			
Client	City of Socorro	Client	City of Socorro
Signed By		Signed By	
Name (Print)		Name (Print)	
Title		Title	
Date		Date	

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

As used herein, “Accela” refers to Accela, Inc. and “Customer” refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the “Parties”.

2. These Subscription Terms and Conditions (“Terms”) are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
3. Customer’s subscription term commences on the date Accela provides appropriate access credentials to Customer’s designated technical contact, indicating that the application services identified in the Order (“Subscribed Services”) are available for Customer’s subscription use. Said date is Customer’s “Service Date” for purposes of designating the start of any subscription term.
4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer’s subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer’s subscription terms, Customer’s subscription will renew for an additional term. The per-unit pricing during said additional term will be the same as the prior term’s annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term. Any price increase will be effective at the start of the renewal term. No such price increase will exceed seven percent (7%) of the prior term’s annual pricing. Customer may opt-out from said automatic renewal by providing written notice to Accela not less than sixty (60) calendar days prior to the Service Date anniversary which begins the renewal term. During said sixty-day period, Customer may decrease the number of users for which it has subscribed; said decrease will be effective during the next subscription term. Customer may not decrease its number of subscribed users at any other time during a subscription term. At any time during a subscription term, Customer may increase its number of subscribed users by submitting an order to Accela and paying the fees associated with the increase. Such fees will be calculated as the pro-rata remaining portion of the subscription term, rounded-up to the nearest full month.
5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (“Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property and employees.
6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer’s agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users’ compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.
7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. Accela has no obligation for any claim based upon a modified version of the Subscribed Services, where such modifications were not made or authorized by Accela, or the combination or operation of the Subscribed Services with any product, data, or apparatus not provided by Accela. Accela provides no warranty whatsoever for any third-party hardware or software products. If a third-party product is supplied by Accela, no support for any third party product is provided, unless an addendum is attached hereto, identifying the product and specifying the terms and conditions of any support. **Except as expressly set forth herein, Accela disclaims any and all express and implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.**

9. The Subscribed Services will be hosted by Accela on Accela-owned equipment at a physically-secure commercial third-party hosting facility. Accela will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Subscribed Services. Accela will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Subscribed Services.

10. Accela will endeavor to provide Customer with no less than twenty-four (24) hours' notice prior to Subscribed Services unavailability due to planned maintenance (other than during Accela's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); Accela will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which may be applied on a more urgent basis. Accela will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

11. Excluding the foregoing events, Accela warrants that the Subscribed Services will be available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each month during which the availability of the Subscribed Services does not achieve the established standard, Accela will provide a credit to Customer's account as calculated pursuant to Section 12 below, provided that the substandard availability is timely identified by Customer in writing, can be objectively verified, and the Subscribed Services are being used in live-production. Credits accumulated pursuant to this Section may be applied to additional Accela products and/or services, but will not be refunded to Customer.

12. The performance requirements for the Subscribed Services, excluding planned maintenance downtime, are below. Uptime is calculated on a calendar month basis as $U = O / (M - P) * 100$, where U is Uptime, O is the amount of operational uptime for the Subscribed Services during a given month, M is the number of minutes in the month, and P is the number of minutes of planned downtime during the month. Credits are calculated on pro-rated monthly fees.

Uptime	Credit
$\geq 99.9\%$	None
$< 99.9\%$ but $\geq 99.0\%$	15%
$< 99.0\%$ but $\geq 95.0\%$	35%
$< 95.0\%$	100%

13. In support of the Subscribed Services, Accela will provide Customer with a) a telephone number to contact the Customer Resource Center (CRC), Accela's live technical support facility, which is available from 4:00 a.m. until 6:00 p.m. Pacific time Monday through Friday, excluding Accela's observed holidays; b) one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which Accela will address during its regular business hours; and c) access to archived software updates and other technical information in Accela's online support databases, which are continuously available. Where support is needed to address non-functioning or seriously impaired Services and there is no reasonable workaround available, Accela will promptly respond to the support request and use commercially reasonable efforts to provide updates toward resolution of the issue.

14. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required by Customer to be performed by Accela outside of Accela's usual working hours; c) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or d) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.

15. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.

16. Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file not more than once per calendar quarter, ;
- (ii) an APO property conversion upload, not more than twice per annual term, and
- (iii) a Crystal Report placement not more than ten (10) times per annual term.

Within thirty (30) calendar days following the end of its final Subscribed Services term (“End of Term”), Customer may request that Accela provide a complete copy of Customer’s data and associated documents, as updated or modified by Customer’s use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at Accela’s then-current time-and-materials rates; and b) pays any and all unpaid amounts due to Accela.

17. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords (“Logins”) up to the number of users indicated in the Order.

18. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the “single individual” requirement described in this Section.

19. Customer acknowledges that transmissions and processing of Customer’s electronic communications are fundamental to Customer’s use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.

20. Either party may end Customer’s access to the Subscribed Services if the other materially breaches these Terms and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by Customer, Accela will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

21. “Disclosing Party” and “Recipient” refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. “Confidential Information” means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as “Confidential” or “Proprietary” will be deemed and treated as Confidential Information. Information which qualifies as “Confidential Information” may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not “Confidential Information” within the meaning of this Section: a) information which is in Recipient’s possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party’s intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state’s public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party’s advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

22. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN APPROPRIATE INSURANCE COVERAGE. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA’S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY**

PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY, EVEN IF ACCELA OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.

24. Accela may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets.

25. The Parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

26. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, 22, and 27 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-days period. Section 21 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

27. If any particular provision of these Terms is determined to be invalid or unenforceable, that determination will not affect the other provisions, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of these Terms will be effective unless it is described in writing and signed by the Parties.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

City of Socorro, Texas
Accela Implementation Professional Services

CONTRACT

The Sidwell Company
2570 Foxfield Road, Suite 300
St. Charles, Illinois 60174
630-549-1000 | www.sidwellco.com



1. Preamble

THIS AGREEMENT entered into between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and the City of Socorro, a government entity in the State of Texas, hereinafter called "the Agency," party of the second part, WITNESSETH:

THAT WHEREAS, Sidwell is in the business of providing Geographic Information Services, Photogrammetric Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the City is desirous of having Sidwell provide Geographic Information Services, Photogrammetric Services or other Professional Services.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

Sidwell will perform the services described in the scope of work that follows.

City of Socorro, Texas: Professional Services

Contents

1. Preamble.....	1
2. Scope of Work.....	3
Overview	3
Services Description	3
Purpose	3
Project Timeline	3
Critical Success Factors	4
Project Assumptions	5
Work Description	5
Land Management - Deluxe	5
Additional Implementation Services	Error! Bookmark not defined.
3. Project Fees	17
Implementation Cost Estimate.....	17
4. Additional Provisions	18
5. Authorization	19
THE SIDWELL COMPANY	19
CITY OF SOCORRO, TX.....	19

2. Scope of Work

Overview

This proposed implementation by Sidwell of the Accela products is designed specifically to meet the requirements and budget defined by the City of Socorro (Agency). Sidwell is proposing to utilize the Accela Best Practice Template Configuration Implementation Methodology, to promote a successful project that will meet the Agency's objectives. The following Statement of Work will detail how Sidwell will implement the software, including the major milestones and deliverables that will ensure your success.

Sidwell is committed to providing a superior solution and deployment of the Civic Platform, for the current and future needs of the Agency. Sidwell will work with Agency staff to optimize Accela's portfolio of software, best practices, and customer experience to enable the Agency to successfully deploy the Civic Platform software in the Civic Cloud and meet its functionality, timing and cost requirements. This Statement of Work ("SOW") sets forth a scope and definition of the consulting/professional services, work and/or project (collectively, the "Services") to be provided by Sidwell to the Agency.

Services Description

Purpose

The purpose of this document is to detail the specific activities, deliverables, roles and responsibilities, and acceptance criteria that comprise the implementation of the Civic Platform for the Agency, specifically Citizen Access and Civic Platform. Sidwell will provide professional services for implementation of the scope and products detailed in the Work Description section detailed henceforth.

Project Timeline

It is expected that this project will be complete within four (4) months from the date of contract signing.

Upon execution of this SOW, the parties will collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the assigned resources will work with the Agency to collaboratively define a high level, baseline project schedule. Sidwell will use the baseline project schedule to plan and schedule resource availability in order to complete the defined scope.

Given the fact that project schedules are working documents that change over the course of the project, Sidwell will work closely with Agency to update, monitor, agree, and communicate any modifications. Changes to the baseline project schedule may result in a change in resource availability.

Critical Success Factors

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored and managed by the stakeholders. These factors are critical in setting expectations between the Agency and Sidwell, identifying and monitoring project risks, and promoting strong project communication.

Knowledge Transfer – the Agency staff can maximize their Accela learning experience through the online tutorials and course guides available through the Accela Success Community website. This self-directed learning approach will provide the Agency staff with the needed knowledge to advise Sidwell what configuration changes are needed during project implementation.

While we cannot guarantee specific expertise for Agency staff as a result of participating in the project, Sidwell will make all reasonable efforts to transfer knowledge to the Agency. It is critical that Agency personnel work with Sidwell in order to schedule all work in the best manner to facilitate knowledge transfer and resource availability.

Dedicated Agency Participation – We fully understand that Agency staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the implementation project. However, it is critical that the Agency acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan. Sidwell will communicate insufficient participation of Agency and Sidwell resources to the project sponsor with real and potential impacts to the project timeline.

Delivery of Needed Information and Documentation – In order to guarantee success and meet the timelines and costs described it will be essential that the Agency provide required documentation and information as requested by the delivery staff in timely manner. The expected information required is described in detail in each of the delivery sections. Failure to provide the required information can result in an extension of the project timeline and/or an increase in the scope/cost of the proposed solution.

Implementation Methodology – We offer a successful, proven, implementation methodology which is crucial to the project success. Accela's Civic Platform and customer base is a niche market and as such our implementation methodology may differ from other consulting firms and software packages. It is imperative to project success that the Agency is willing to adhere/adopt to the Methodology and tasks described in this Statement of Work.

Project Assumptions

- Agency and Sidwell will review their roles and responsibilities before work begins to ensure that Services can be satisfactorily completed.
- Changes or additions to scope, requested by the Agency may require a Change Order to reimburse Sidwell for the additional costs associated with the change.
- Agency will provide work space for the Delivery Team for work completed on Agency premises if onsite work is needed. We anticipate no more than 1 staff member onsite at any given time.
- Sidwell will implement the known features and functions that exist in the current Civic Platform version deployed in the Civic Cloud at the time of the contract signing. Should a new version of the Civic Platform become available during the project implementation, the Agency can request the enhanced features, but it may require a Change Order to reimburse Sidwell for the additional cost associated with the change or Agency can implement the enhancement after project go-live.
- Agency will maintain primary responsibility for the scheduling of Agency employees and facilities in support of project activities.
- Agency is responsible for proper desktop hardware/software/network preparation in accordance with Accela specifications.
- Agency is responsible to ensure agency participants have adequate hardware/software to successfully participate in online training (i.e. video and audio streaming).
- Agency will commit to the involvement of key resources and subject matter experts for ongoing participation in all project activities as defined in this SOW. The importance of Agency staff participation is imperative to the successful, and timely, implementation of the project deliverables.

Work Description

The following section describes the specific activities and tasks that will be executed to meet the business objectives and business requirements of the Agency. In support of the implementation effort as described above, Sidwell will provide the following detailed implementation services. For each deliverable, a description is provided as well as criteria for acceptance of the deliverable.

Land Management - Deluxe

Deliverable 1: Civic Platform Setup

Upon Contract signing, Sidwell will work with Accela to setup an environment in the Civic Cloud and load the Accela Best Practice Templates for land management, which includes permits and inspections, code enforcement, and planning and zoning into the configuration. Additionally, the environment will be licensed according to the Agency sales order form and will be subject to Accela's Subscription Terms and Conditions.

In terms of specific output, the following will be executed for this deliverable:

- URL's and login information for each environment

Specifically, Sidwell will perform the following tasks within the support environment:

- Verify that the Civic Platform is operational by using the valid credentials to log into the Agency's computing environment
- Setup the software licensing in the Accela cloud per the agreed to sales order form
- Install the Accela Land Management Best Practices Template Configurations
- Setup Bing maps with geocoding and routing
- Setup the mobile applications gateway for use of field applications
- Setup the payment processing gateway for vendors supported by the Civic Platform.

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Setup the Civic Platform in Accela's Civic Cloud
- Provide desktop requirements documentation to Agency
- Update the specific Accela ePayment SDK with the Agency provided merchant account attributes and deliver completed Accela ePayment SDK to Accela IT
- Provide instructions on how to login/logout and view the loaded Best Practice Templates

Agency Responsibilities:

- Provide timely and appropriate responses to requests for information by Sidwell
- Arrange for the availability of appropriate Agency staff to assist with inquiries and activities related to system installation, setup, testing, and quality assurance throughout the setup process
- Agency staff is responsible to work with a supported payment to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the Sidwell information such as the Product ID, Convenient Fee values, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway
- Agency staff must provide supported payment vendor information based on Sidwell and the Agency agreed upon project plan timeline
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of ability to log into the Civic Platform using the valid credentials

Deliverable 2: Set up of Best Practice Template Configuration

The Civic Platform subscription includes turn-key best practice configurations in the specific domains of Land Management. These solutions include all of the record types listed below and other items needed to conduct government business such as data items, inspections and workflow.

Sidwell resources will set up Best Practice Templates for permits, planning, and code enforcement per the existing data sheets. The following is a list of permit, code enforcement and planning and zoning record types that are included:

Permitting and Inspections

Commercial Addition	Commercial Re-Roof	Residential Plumbing	Residential Pool-Spa
Commercial Alteration	Residential Addition	Residential Re-Roof	Temporary Sign
Commercial Demolition	Residential Alteration	Multi-Family Addition	Permanent Sign
Commercial New	Residential Demolition	Multi-Family Alteration	Grading
Commercial Electrical	Residential New	Multi-Family Demolition	Fence Permit
Commercial Mechanical	Residential Electrical	Multi-Family New	Solar Permit
Commercial Plumbing	Residential Mechanical	Commercial Pool-Spa	Street Cut
Right of Way			

Code Enforcement

Illegal Sign Violation	Abandoned Vehicle Violation	Working W/O Permit Violation	Home Occupation Violation
Animal Violation	Overgrown Weeds Violation	Garbage Service	Tree Violation
Graffiti Removal	Grading Violation	Junk on Property Violation	Sub-Standard Property Violation

City of Socorro, Texas: Professional Services

Noise Nuisance	Illegal Occupancy Violation	Vacant Building Violation	Fence Violation
----------------	-----------------------------	---------------------------	-----------------

Planning and Zoning

Subdivision	Design Review	Pre-Application Meeting	Annexation
Preliminary Map	Variance	Appeal	General Plan Update
Final Map	Rezoning	Time Extension	Specific Plan
Planned Unit Development	Plan Amendment	Modification to Prior Approval	Zoning Text Amendment
Conditional Use	Home Occupation Permit	Confirmation Letter	Lot Line Adjustment
Revocable Permit	Site Plan – Major	Site Plan – Minor	Final Plat
Subdivision – Major	Subdivision - Minor	Preliminary Plat	

Specifically, Sidwell resources will:

- Log into the Agency environment to ensure the best practice configuration is successfully loaded and provide user credentials to Agency, in case Agency staff would like to view loaded configuration
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Turn off/disable the record types the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for Citizen Access
- Turn off/disable the data fields the Agency identifies from the provided datasheets that will not be used during the project implementation, both for Civic Platform and/or for Citizen Access

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Verify the record types and data fields disabled in Agency environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents. Agency staff must review the datasheet documents and indicate which record types and data fields the project team will disable/turnoff
- Agency staff must provide record type and data field feedback based on Sidwell and the Agency agreed upon project plan timeline
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of turned off/disabled record types and data fields by logging into Civic Platform with valid credentials

Deliverable 3: Set up of Agency Users

Sidwell will setup Agency staff users based on the number of software licenses purchased. Sidwell will deliver and discuss the Accela BPT Roles and Functions Matrix document, and the Agency will indicate which user group role each staff is to be assigned. For example, if Agency purchases 10 Land Management Solution licenses, Sidwell will setup 10 named staff user login accounts.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Deliver and provide instructions on the Accela BPT Roles and Functions Matrix document
- Create named staff user login accounts and deliver account credentials to Agency

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to provide a list of Agency user accounts and indicate which user group role the user is to be assigned
- Agency staff must review the Accela BPT Roles and Functions Matrix document
- Agency staff must provide list of user accounts and indicate user group role feedback based on Sidwell and the Agency agreed upon project plan timeline
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of staff user accounts are created by logging into Civic Platform with valid credentials

Deliverable 4: Workflow Process and Inspection Group Distinct Updates

Sidwell will provide up to twenty (20) distinct updates to the existing workflow processes and up to twenty (20) distinct updates to the existing inspection groups configured in the deployed Best Practice Templates. Using the Accela Best Practice Template Datasheets, the Agency will indicate which Workflow Process and/or Inspection Groups to update. Distinct workflow process updates include renaming, adding or removing a workflow task or workflow task status result. Distinct inspection group updates include renaming, adding or removing inspection types, inspection status results, checklist items or checklist status results. Each edit, update or removal of a workflow task, workflow status result, inspection type, inspection status result, checklist item or checklist status result is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Update the workflow processes and/or inspection groups in the environment, based on the Agency feedback
- Verify the updated workflow process and/or inspection groups in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Staff participants have successfully read and completed the recommended online course content
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents
- Agency staff must provide a list of distinct workflow process and inspection group updates based on Sidwell and the Agency agreed upon project plan timeline

City of Socorro, Texas: Professional Services

- Agency staff must review and test all workflow processes and inspection groups configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of distinct workflow process and inspection group updates by logging into Civic Platform with valid credentials.

Deliverable 5: Fee Schedule Configuration

The Agency can request up to sixty (60) new fee items configured during the project implementation. Sidwell will configure up to sixty (60) total fee items that are flat/constant formula type, and of those fees, up to twenty (20) unique fee items can be based on the inherent fee formulas in the Civic Platform, including fees based on specific ranges and using fee indicators using the Agency's unique fee description, such as Deck Application or fees based on square footage of a building. Sidwell will configure all fee items using the inherent fee formulas in the Civic Platform. Advanced fee item setup, such as automating a fee calculation using the advanced script engine logic is an additional cost and Sidwell team can scope the level of effort as a separate deliverable item and may result into a Change Order.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Configure up to sixty (60) new fee items, using Agency unique fee descriptions, using Constant fee formula and of those, up to twenty (20) fees using the remaining inherent fee formulas in the Civic Platform, based on Agency feedback
- Verify the new fee items configured in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents
- Agency staff must provide a list of the new fee items (up to 60 items) to Sidwell, which include fee description, the fee value amount, should the fee item be automatically invoiced or assessed, which record type(s) the fee item is associated to, and will the fee item be displayed in Citizen Access based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review and test all fee items configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of configured fee items by logging into Civic Platform with valid credentials

Deliverable 6: New Service Record Type Configuration

Sidwell will configure up to five (5) new service record types, not already represented in the Accela Best Practice Templates, such as Elevator Permit or Deck Permit. Sidwell will use the existing, preconfigured record components, like workflow process, inspection groups, record status result, fee schedule, document status.

Note: If Agency requires a new service record type created from scratch, the Sidwell team can scope the level of effort as a separate deliverable item and may result in a Change Order request.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Provide the Agency with the Accela Best Practice Template Datasheet documents
- Configure up to five (5) new service record types using existing, preconfigured record components, such as workflow process, inspection group, record status result, fee schedule, based on Agency feedback
- Verify the new service record types configured in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents
- Agency staff must provide a list of the new service record types (up to 5) to Sidwell, which include record type levels, record name and the applicable record components, like fee schedule, inspection group, workflow process, record ID sequence, available in Citizen Access, document code, record status result, etc., based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review and test all service record type configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of configured service record types by logging into Civic Platform with valid credentials

Deliverable 7: New Agency Defined Data Fields Configuration

The Agency can request up to ten (10) new agency defined data fields configured and associate the data elements to specific record types to ensure information is tracked according to the Agency business process and municipal reports, such as Elevator ID or Roof Color. Sidwell will configure each new agency defined data field using one of nine (9) data types: text, date, y/n radio button, number, dropdown list, comment text area, time, money or checkbox.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Provide the Agency with the Accela Best Practice Template Datasheet documents

- Configure up to ten (10) new agency defined data fields and associate the data elements to the specific record types, based on Agency feedback
- Verify the new agency defined data fields configured in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Best Practice Template Datasheet documents
- Agency staff must provide a list of the new agency defined data fields (up to 10) to Sidwell, which include data field label, data field type, flagged as required, available in Citizen Access, indicate which service record type to associate to, etc., based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review and test all agency defined data fields configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of configured agency data fields by logging into Civic Platform with valid credentials

Deliverable 8: Existing User Group Permission Distinct Updates

Sidwell will provide up to five (5) distinct updates to the existing user group permissions configured in the deployed Accela Best Practice Templates. Using the Accela Roles and Functions Matrix document, the Agency will indicate which permissions need to be updated for the user group role. For example, if the Agency wants the inspector role to collect fees and payments, this will be an update to allow additional access to the current role defined. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Deliver and provide instructions on the Accela Roles and Functions Matrix document
- Configure up to five (5) distinct updates to the existing user group permissions, based on Agency feedback
- Verify the updated user group permissions configured in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Roles and Functions Matrix document
- Agency staff must provide a list of the user group permission updates (up to 5) to Sidwell, which include function name and identified role based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review user group configuration and provide feedback to Sidwell based on the agreed upon project plan timeline

- *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials

Deliverable 9: New User Group Permission with Distinct Update Configuration

The Agency can request up to two (2) new user group permissions created, by copying or cloning an existing, defined user group deployed from the Accela Best Practice Template with up to three (3) distinct updates per new user group permission created, such as add or removal of access for the defined user role. The newly defined user group can be associated to a named staff user account login. For example, if the Agency would like to define a new user role, such as cashier or supervisor, the Sidwell will copy/clone an existing user group and create a new role with permission updates if needed. Each permission update, add or removal of access for a defined user role is considered a distinct single action change.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Deliver and provide instructions on the Accela Roles and Functions Matrix document
- Configure up to two (2) new user group permissions by copying/cloning existing user groups deployed from Accela Best Practice Template with up to three (3) distinct updates per new user group role created, based on Agency feedback
- Verify the new user group permissions configured in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to read through the Accela Roles and Functions Matrix document
- Agency staff must provide a list of the new user group permissions (up to 2) and the permission updates (up to 3) to Sidwell, which include name of new user group role, which user group to copy, the function names to update based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review user group permission configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Confirmation of configured user group permissions by logging into Civic Platform with valid credentials

Deliverable 10: Citizen Access Configuration

This deliverable includes setup and configuration of the Agency municipal website branding, the online payment processing gateway for one of the supported payment vendors and up to five (5) distinct updates to the citizen portal pages to make the pages more in line with the Agency processes per the best practice configurations. Distinct updates to the citizen portal pages include, adding a pageflow component, like attachments to an existing defined pageflow setup, updating the section instructional text with agency language, including descriptive help instructions for specific agency defined data fields, or updating the online disclaimer text. Each update to the citizen portals and sections are considered a single action change.

In terms of specific output, the following will be executed for this deliverable:

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Setup Citizen Access branding by loading two (2) banner files provided by the Agency
- Update the specific Accela ePayment SDK with the Agency provided merchant account attributes and deliver completed Accela ePayment SDK to Accela IT
- Configure up to five (5) distinct updates to the citizen portal pages, based on Agency feedback
- Verify the loaded citizen access branding, citizen portal pages and sections updated and payment acceptance in environment, based on Agency feedback

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Provide website branding files, which include the top and side banner
- Arrange for the availability of appropriate Agency staff to review the branding on Citizen Access
- Agency staff is responsible to work with the supported payment vendor to collect the necessary information for the payment processing gateway. For example, the staff will need to provide the Sidwell information such as the Product ID, Convenient Fee values, the Payment gateway URLs and other vital information to successfully implement the payment processing gateway
- Agency staff must provide web branding, a list of distinct updates (up to 5) and supported payment vendor information based on Sidwell and the Agency agreed upon project plan timeline
- Agency staff must review and test all Citizen Access configuration and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Any additional changes identified during review and testing beyond the scope identified above may be subject to a Change Order request*
- Staff participants have successfully read and completed the recommended online course content
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Verify the operational Citizen Access functionality such as login/logout, the updated citizen portal pages and sections, and payment acceptance

Deliverable 11: Property Data Upload

Sidwell will provide an initial, one-time load of the Agency reference property data set. This means that upon go live and when the data is provided by the Agency, staff will have an initial reference property data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding property, such as ownership changes or

City of Socorro, Texas: Professional Services

a new set of addresses are added to the agency, staff would manually enter those changes directly within the solution. The Agency must provide the valid property data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of three (3) times.

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to three (3) times.
- Provide and explain the Accela APO Conversion Guide document

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela APO Conversion Guide document
- Provide property data in acceptable pipe delimited text file format
- Agency staff must review property data conversion and provide feedback to Sidwell based on the agreed upon project plan timeline
- Staff have a total of two (2) times to review and make the necessary changes/updates to the converted property data. The third property data conversion will be the final conversion effort before the go-live promotion to the production environment.
- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Successfully search for and retrieve loaded Address Parcel and Owner information by logging into the Civic Platform with valid credentials

Deliverable 12: Licensed Professional Data Upload

Sidwell will provide an initial, one-time load of the Agency reference licensed professional data set. This means, that upon go live and when the data is provided by the Agency, staff will have an initial reference licensed professional data set loaded in the system ready for use, with updates to that data handled by Agency staff using Accela screens. When changes occur regarding licensed professional information, such as name changes or a new address, staff would manually enter those changes directly within the solution. The Agency must provide the valid licensed professional data set in the acceptable pipe delimited text file format. The conversion effort will occur a maximum of three (3) times.

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information.
- Convert the provided acceptable pipe delimited text file format into Civic Platform, maximum of up to three (3) times.
- Provide and explain the Accela Licensed Professional Conversion Guide document

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information.
- Arrange for the availability of appropriate Agency staff to review the Accela Licensed Professional Conversion Guide document
- Provide licensed professional data in acceptable pipe delimited text file format
- Agency staff must review property data conversion and provide feedback to Sidwell based on the agreed upon project plan timeline
- Staff have a total of two (2) times to review and make the necessary changes/updates to the converted licensed professional data. The third licensed professional data conversion will be the final conversion effort before the go-live promotion to the production environment.

- Schedule appropriate Agency staff participants and meeting locations for activities.

Acceptance Criteria:

- Successfully search for and retrieve loaded Licensed Professional information by logging into the Civic Platform with valid credentials

Deliverable 13: Express Historical Data Conversion

Sidwell will provide an initial, one-time load of the Agency historical, legacy transaction record types, such as completed permits, completed applications or closed violation incidents. The Sidwell will provide and explain the Accela Express Historical Data Conversion Document which details the data conversion process, the required data source format of pipe delimited text file format, and resulting data properties. The conversion effort will occur a maximum of three (3) times.

***Note:** If the Agency would like assistance creating an acceptable pipe delimited text data file(s), the Sidwell team can scope the level of effort as a separate deliverable item and may result in a Change Order request.*

In terms of specific output, the following will be executed for this deliverable:

- Historic completed permits are to be converted into a single record in the Civic Platform called "Historic". A single historic record can be available per module implemented, with the following data populated when provided:
 - Base record information such as permit number, work description, date opened, date closed
 - Record based data items
 - Transactional property and people, including Addresses, Parcels, Owners, Licensed Professionals, and Contacts
 - Inspection History
 - Total invoiced, total paid, and balance

All other historic data is not converted, examples include reference people and property and relationships of those items to records, workflow and history, detailed fees and payment.

Sidwell Responsibilities:

- Provide timely and appropriate responses to Agency's request for information
- Convert the provided acceptable pipe delimited text file into Civic Platform, maximum of up to 3 times
- Maintain an on premise Civic Platform Sandbox to convert the provided client data and send the generated .dpdmp file and .expdplog file as a Customer Support request to load the data into the specified client agency in the Accela Cloud Support environment
- Provide and explain the Accela Express Historical Data Conversion Document

Agency Responsibilities:

- Provide timely and appropriate responses to Sidwell's requests for information
- Arrange for the availability of appropriate Agency staff to review the Accela Express Historical Data Conversion document
- Provide historical data in acceptable pipe delimited text file format
- In process permits are to be entered manually into Civic Platform or finished in current system before cut off of last conversion effort. Only completed and/or closed service records will be converted

City of Socorro, Texas: Professional Services

- Agency staff must review and test historical transaction conversion in the Cloud Support environment and provide feedback to Sidwell based on the agreed upon project plan timeline
 - *Staff have a total of two (2) times to review and make the necessary changes/updates to the converted historical data. The third historical data conversion will be the final conversion effort before the go-live promotion to the production environment.*
- Schedule appropriate Agency staff participants and meeting locations for activities

Acceptance Criteria:

- Historical data has been converted to Civic Platform in a single record type according to the Accela Express Historical Data Conversion Document

3. Project Fees

Implementation Cost Estimate

The following provides an overview of the estimated costs to implement and configure the Agency's Land functions.

Services Estimate – Initial Set-up Fee

Based on the Agency's requirements as currently understood by Sidwell, we are providing the following pricing. Should additional or different requirements be identified during the project, which fall outside the range of the services described, additional fees may be incurred.

SIDWELL PROFESSIONAL SERVICES	FEE
Land Management - Deluxe	\$18,000.00
Total	\$18,000.00

Notes and Assumptions

- The above services estimates reflect information generally known to Sidwell supplied to Sidwell by the agency during initial discussions, and are based on Sidwell's interpretation of the work to be performed.
- All services are estimated to be provided remotely.
- It is assumed Sidwell will have access to publically accessible ArcGIS Server or ArcGIS Online based web services containing properly formatted Address, Parcel and Owner information.
- It is assumed that Agency has completed the free training provided by Accela online
- Agency will provide appropriate fee schedule and information on the agency users for the system including the Agency organizational structure
- If the Agency requires on-site assistance, a separate estimate will be provided.
- These costs do not include hardware or equipment.
- The Agency will have access to all components of Accela's Civic Platform, including Asset Management, however Sidwell is only proposing Land Management configuration services.
- No GIS Integration or interface will be provided to automatically delineate parcels or addresses that fall within a historical district.
- The City will attempt to implement the GIS integration component in the next fiscal year.

4. Additional Provisions

4.1 Commencement of Work

IT IS AGREED by and between the parties that Sidwell agrees to commence the work under this Contract Agreement immediately upon its execution by the City and to continue diligently thereafter until all work, services and materials as covered under this contract are completed.

4.2 Additional Services

Any professional services, implementations or software modifications which are not included in the scope of services in this contract and requested by the client and agreed upon by Sidwell shall be provided at Sidwell's prevailing time and materials hourly rate.

4.3 Progress Reports

IT IS FURTHER AGREED by and between the parties that Sidwell will submit monthly progress reports to the City reflecting the status of all project components.

4.4 Compensation

IT IS FURTHER AGREED by and between the parties that the City pay Sidwell a total fee of Eighteen thousand dollars and 00/100 (\$18,000.00) as compensation for the work, services and materials as described and provided for under this Contract Agreement.

4.5 Invoicing Schedule

IT IS FURTHER AGREED by and between the parties that Sidwell will submit monthly invoices for the percentage of work completed.

4.6 Payments

IT IS FURTHER AGREED by and between the parties that the City will pay Sidwell for the full amount of a submitted invoice within thirty (30) days of receipt of invoice.

5. Authorization

This contract, as heretofore described, made and entered into on this _____ day of _____, 2017.

THE SIDWELL COMPANY

By _____
Neal Carpenter, President, CEO

NEAL CARPENTER personally
appeared and signed before me as an
officer and agent of said corporation this

_____ day of _____, 2017.

Signature of Notary

CITY OF SOCORRO, TX

By _____

Title

Attest

Title

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 28, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: Adriana Rodarte

SUBJECT: Discussion and Action to approve donation to Nurses Association in the amount of \$1,500.

SUMMARY

The Nurses Association hosts the Annual Lower Valley Health Fair at Socorro High School every year. City of Socorro has provided SISD financial support for this health fair each year. These funds help provide much needed health services to our community.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source:

Amount: 1,500.00

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: February 9, 2017

TO: Mayor and Council

FROM: Adriana Rodarte

SUBJECT: Discussion and action on approval for Interlocal Agreement between the City of El Paso and the City of Socorro for animal services and authorize the city manager or her designee to execute the agreement.

SUMMARY Since the original inter-local agreement was prepared there has been significant change in the operations of the animal services within the City of El Paso. The City has created a new Animal Services Department consisting of both the shelter and field officers. Additionally, the City of El Paso has laid out a plan for the shelter to achieve a 90% live-release rate by 2020. In doing so, they are working hard to institute new programs to help decrease the number of animals brought to the shelter each year, and new programs to assist in getting them out alive (adoption, foster, transfer, return to owner, etc.). I hope that you will support our efforts with the approval of this inter-local agreement.

Ordinance rewrites – The City of El Paso is requiring that our municipality review and update or create its own animal ordinances in the spirit of the City of El Paso's Title 7 within 180 days of full execution of the inter-local agreement, in order to reduce the euthanasia rate and increase the live-release rate at the shelter.

BACKGROUND

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

325,108.00 with monthly installments of \$27,092.33

ALTERNATIVE

APPROVE

NOT APPROVE

STAFF RECOMMENDATION

approve

Olivia Navarro

From: Rocha, Trenda <RochaT@elpasotexas.gov>
Sent: Tuesday, February 7, 2017 4:34 PM
To: 'cityclerk@ci.socorro.tx.us'; 'onavarro@ci.socorro.tx.us'; 'mayor@ci.socorro.tx.us'
Cc: Fenstermacher, Kurt
Subject: RE: City of El Paso Animal Services Contract - Socorro
Attachments: Socorro - Animal Services 2-7-17 clean.pdf

Dear Honorable Mayor Rodriguez

The City of El Paso, Department of Animal Services, is sending you an updated inter-local agreement for animal services with the City of Socorro. A hardcopy will be sent via mail. We did not get any comments from you on the redlined copy that was sent on January 27th, therefore we are issuing the final copy. I'm hopeful that your community will approve it for this year, and beyond. I am happy with the changes presented. They represent opportunities for us to work towards a safer community for all animals.

Since our original inter-local agreement was prepared there has been significant change in the operations of the animal services within the City of El Paso. The City has created a new Animal Services Department consisting of both the shelter and field officers. Additionally, the City has laid out a plan for the shelter to achieve a 90% live-release rate by 2020. In doing so, we are working hard to institute new programs to help decrease the number of animals brought to the shelter each year, and new programs to assist in getting them out alive (adoption, foster, transfer, return to owner, etc.). I hope that you will support our efforts with the approval of this inter-local agreement.

Generally, the changes are summarized below:

- During the fall of 2016, County Sheriff's Office is now providing animal control services as a contract option. The current inter-local addresses this operational change.
- Fees – the current inter-local is still has a prorated monthly fee schedule, but will change in subsequent years, beginning FY18 so that you are billed monthly for only animals that were sheltered from your municipality for the previous month.
- Community Cats – Before our reforms at the shelter, nearly 90% of cats entering the shelter were euthanized. We have instituted a community cat program, where unowned cats are spay/neutered, vaccinated and returned to where they were found. This results in a decreased cat population overtime, obviously sterilizing cats and preventing additional and unwanted litters. The community cat program will be a requirement of the current inter-local agreement.
- Ordinance rewrites – The City of El Paso is requiring that your municipality review and update or create its own animal ordinances in the spirit of the City of El Paso's Title 7 within 180 days of full execution of the inter-local agreement, in order to reduce the euthanasia rate and increase the live-release rate at the shelter. I will be available to your community, if you choose, to provide some best practice ordinances, or to share what the City of El Paso is currently undertaking in its ordinance revisions.
- Renewal – contract will renew each year automatically unless the we agree to execute a new agreement.

Please use the attached copy for your City Council posting language. Let me know if you would like for me to attend your City Council when the inter-local agreement is presented. Please keep us in the loop and we look forward to continuing to serve your community.

Sincerely,

Kurt

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

THIS AGREEMENT is entered into on the last listed approved date below between the CITY OF EL PASO, TEXAS (“City of El Paso”) and the CITY OF SOCORRO, TEXAS (“City of Socorro”) by and through its duly authorized officials, pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the City of El Paso and City of Socorro are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code; and

WHEREAS, the City of El Paso has a Department of Animal Services; and

WHEREAS, this Agreement for interlocal cooperation for the City of El Paso to provide certain animal services to the City of Socorro is necessary for the mutual advancement of the health and general welfare of the citizens of all jurisdictions concerned; and

WHEREAS, the City of Socorro desires to have the El Paso County Sheriff serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to state law; and

WHEREAS, the City of Socorro requests assistance from the City’s Animal Services Department as the City of Socorro has no location to house animals that it retrieves or other individuals or entities retrieve within the jurisdictional boundaries of the City of Socorro; and

WHEREAS, the City of Socorro will make available and/or transfer to the City of El Paso certain information, in conjunction with goods or services that are being provided by the City of El Paso to the City of Socorro, which is confidential and must be afforded special treatment and protection; and

WHEREAS, the parties acknowledge that the County of El Paso seeks to replace the City of El Paso as the enforcement agent of the City of Socorro, and the parties wish to account for that possible transition of duties in this Agreement;

FOR THESE REASONS, and in consideration of the mutual promises contained in this Agreement, the City of Socorro and the City of El Paso mutually agree as follows:

1. **SCOPE OF SERVICES.**

1.1 The City of El Paso shall perform the following animal services by and through its Department of Animal Services under the terms and conditions hereinafter stated,

and the City of Socorro hereby accepts and agrees to the following terms and conditions:

1.1.1 The City of El Paso agrees to provide the following animal control services:

1.1.1.1 The City of El Paso will receive at the City's Animal Shelter located at 5001 Fred Wilson Road, El Paso, Texas 79906 (the "Shelter") each animal that the City of Socorro either delivers or requests that its enforcement agent deliver to said Shelter, or that each resident of the City of Socorro delivers to said Shelter. The City of El Paso will board each animal that the City of Socorro delivers or requests that its enforcement agent deliver to said Shelter, or that each resident of the City of Socorro delivers to said Shelter, whether it be in order to reunite said animal with its owner, quarantine, maintain evidence for a legal proceeding, or euthanize and dispose of said animal.

1.1.1.1.1 For the initial term of this Agreement, the City shall recoup from all animal owners who reclaim their animal at the Shelter, prior to releasing an animal to the owner, all applicable fees in order to mitigate charges to the City of Socorro to include the one time impound fee of \$60.00/animal; kenneling fee of \$18.00/day for a dog or cat, and \$23.00/day for an animal other than a dog or cat; and the quarantine fee of \$18.00/day, with these fees being subject to change in Schedule C to the City's approved Budget for any automatic renewal periods.

1.1.1.1.2 In furtherance of the City of El Paso's community cats (trap-neuter-return ("TNR")) program for unowned cats, upon delivery to the Shelter by the City of Socorro, by residents of the City of Socorro or by the City of Socorro's enforcement agent, the City of El Paso shall spay/neuter those cats that are healthy enough to alter and that are not already altered, shall vaccinate for rabies, ear tip, and the City of Socorro's enforcement agent shall immediately

return the cat to the location where they trapped the cat, pursuant to the pertinent provisions of El Paso City Code Section 7.16.020D, as amended.

1.1.1.2 The City of El Paso agrees to provide animal control services as determined to be appropriate by City of El Paso staff and as required by law, including but not limited to, investigating citizen complaints, conducting periodic patrols to proactively enforce appropriate State animal-related rules and laws and engaging in the impoundment of stray animals, investigation of animal bite reports, quarantine of animals involved in bites, investigation of allegations of animal cruelty, and the euthanasia of animals as necessary.

1.1.1.2.1 In the event another enforcement agent takes over the enforcement duties set forth in Section 1.1.1.2, the City of El Paso shall no longer provide said enforcement duties, without either the City of El Paso or the City of Socorro being required to comply with the notice provision set forth in Section 9 to this Agreement, except that the City of El Paso shall continue to do the following: 1) receive/impound at the Shelter stray animals that the City of Socorro either delivers or requests to be delivered to said Shelter or that said enforcement agent delivers to the Shelter after catching the animal in the City of Socorro, or that each resident of the City of Socorro delivers to said Shelter, 2) quarantine animals involved in bites as ordered by the El Paso County Sheriff for cases originating in the City of Socorro, and 3) conducting euthanasia of animals as necessary.

1.2 The City of El Paso agrees that in accordance with the provisions of any and all grants from federal and state agencies that are awarded on a county-wide basis, the City of El Paso will provide services in the jurisdictional areas of the City of Socorro as required under these grant provisions. Provided however, nothing in this Agreement shall obligate the City of El Paso to perform services if the grant funds relating to a particular grant are not currently being paid to the City of El Paso, and in any such

instances, the Director of the City of El Paso's Department of Animal Services shall give written notice to the City of Socorro that the City of El Paso is not providing the particular services for the reason that it has not received funding under the applicable grant. The City of El Paso will provide written notice to the City of Socorro of grant funding which becomes discontinued or terminated, and any election by the City of El Paso not to seek the renewal of grants existing at the effective date of this Agreement.

- 1.3 To the extent allowed by law, the City of Socorro agrees to pass all ordinances and resolutions necessary to give the City of El Paso and City of El Paso personnel jurisdiction to provide animal service functions in the City of Socorro pursuant to the terms of this Agreement, including its extraterritorial jurisdiction, if any, where the providing of animal services is authorized by law, and including the power to issue citations for violations of any ordinances pertaining to animal regulations and the protection of animals and which pertain to services the City of El Paso agrees to render in accordance with the terms of this Agreement.

1.3.1 In the event another enforcement agent takes over the enforcement duties set forth in 1.3, the City of El Paso shall immediately cease providing those enforcement services, without either the City of El Paso or the City of Socorro being required to comply with the notice provision set forth in Section 9 to this Agreement.

- 1.4 The City of El Paso agrees that it will file citations and complaints regarding applicable violations occurring within the territorial limits of the City of Socorro through the City of Socorro Municipal Court. It is agreed that the appropriate personnel from the City of El Paso will be administratively directed to be present at such times as court sessions are set and cases involving said citations and complaints are on the court's docket, without the necessity for the issuance of a subpoena. The City of Socorro Municipal Court will provide reasonable notice of any case settings to the City of El Paso.

1.4.1 In the event another enforcement agent takes over the enforcement duties set forth in 1.3, the City of El Paso shall immediately cease providing those enforcement services (except that the City of El Paso shall continue to appear on any case pending in the City of Socorro Municipal Court on which the City of El Paso has acted as the

City of Socorro enforcement agent), without either the City of El Paso or the City of Socorro being required to comply with the notice provision set forth in Section 9 to this Agreement.

- 1.5 The City of El Paso will provide necessary training for employees utilized in providing services under this Agreement, as may be required by law or determined to be appropriate by the City of El Paso, and shall require all such personnel to maintain all required licenses and certifications in accordance with State and Federal laws.
- 1.6 Nothing within the terms of this Agreement shall require the City of El Paso to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.
- 1.7 The City of El Paso agrees that it will keep accurate records of all services provided to the City of Socorro pursuant to this Agreement as part of its routine data collection processes and shall report such activities in its standardized records format to City of Socorro officials, as requested. However, the City of El Paso will not be required to furnish copies of any reports that are maintained on the City's website and available to the City of Socorro from the website.
- 1.8 It is understood and agreed to between the parties that any portion of this Agreement providing for the delivery of animal services for which the City of Socorro does not grant legal authority shall be null and void and of no force and effect, and the City of El Paso shall not be obligated to provide those services.
- 1.9 The City of Socorro agrees that within 180 days of the full execution of this Agreement, the City of Socorro will establish its own animal ordinances in the spirit of the City of El Paso's Title 7 in order to reduce the euthanasia rate at the Shelter and to increase the live release rate at said Shelter. This provision is included because the assistance of the entire local community is required in order to improve animal health and welfare.
- 1.10 The City of Socorro acknowledges that the City's stated goal for the City's Animal Shelter is to reach a no-kill status equivalent to a 90% live release rate by 2020. In order to achieve this goal, the City of El Paso's animal welfare programs currently include the following: 1) community cat/feral cat trap-neuter-return; 2) high-volume, low-cost spay/neuter; 3) rescue groups; 4) foster care; 5) comprehensive adoption

programs; 6) pet retention; 7) medical and behavior programs; 8) public/community relations; 9) volunteers and 10) proactive redemptions. The City of El Paso's Animal Shelter partners, including the City of Socorro, shall participate in one or more of these animal welfare programs. The City of Socorro will comply with the City of El Paso's stated animal life-saving efforts and shall not institute contrary programs, ordinances or policies to those listed in this paragraph, and shall not negatively affect the City of El Paso's stated live-release goal.

2. **LOCATION OF PERFORMANCE.** The place where most services are to be performed, until a new enforcement agent replaces the City of El Paso, is in the City of Socorro, Texas, and any extraterritorial jurisdiction thereof where the City of El Paso may lawfully provide animal services as delegated and authorized under this Interlocal Agreement (jurisdictional areas of the City of Socorro). The place where the specific services described in Subsection 1.1.1.1 are to be performed is at the Shelter.

3. **DESIGNATION OF LOCAL RABIES CONTROL AUTHORITY.** The Parties agree that the El Paso County Sheriff shall serve as the Local Rabies Control Authority for the City of Socorro, as necessary pursuant to Section 826.017, Texas Health and Safety Code.

4. **RABIES ORDER.** The Parties expressly agree that the October 24, 2016 El Paso County Animal Regulations of the El Paso County Commissioners' Court, and any lawfully adopted successor orders, shall apply within the jurisdictional areas of the City of Socorro.

5. **TIMES OF PERFORMANCE.** The City of El Paso shall commence the provision of its services on the 1st day of September 2016, regardless of the date of execution of this Agreement and that term shall end on the 31st day of August 2017.

5.1 This Agreement will automatically renew each year unless the parties execute a new agreement by August 31st for the next year of performance or unless either party terminates this Agreement within 30 days after the beginning of the next fiscal year. If the Agreement is automatically renewed, the rate for service shall be as set forth in Schedule C of the annual budget as approved by the El Paso City Council for the respective fiscal year. Any change to the rate for service reflected by the City of El Paso's Schedule C shall be effective for the period beginning on

September 1st of the next year of performance. All other terms and conditions of the Agreement shall remain in full force and effect. By way of example, the parties agree that if the City of El Paso adopts Schedule C in August of 2017, and said Schedule C changes any rate for service covered by this Agreement, said rate change shall be effective beginning on September 1, 2017 through August 31, 2018. For each year that this agreement will be automatically renewed, the City of El Paso shall notify the City of Socorro by August 1st of each year regarding the proposed service rates set forth in Schedule C for the upcoming fiscal year. The parties understand that any rate provided prior to the El Paso City Council's adoption of Schedule C is merely a guide which may or may not be changed once the El Paso City Council approves Schedule C which will contain the actual rate for service.

6. **COMPENSATION.**

6.1 During the initial term of this Agreement, the City of Socorro agrees to pay the amount not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND ONE HUNDRED EIGHT AND NO/100 DOLLARS (\$325,108.00) for services rendered in accordance with this Agreement. During the initial term of this Agreement, payments shall be made in equal monthly installments, each in the amount of TWENTY-SEVEN THOUSAND NINETY-TWO AND 33/100 DOLLARS (\$27,092.33), with the first payment becoming due and payable on the 1st day of September 2016 or within 10 days after the date that the City of Socorro signs this Agreement, whichever is later.

6.1.1 During any automatic renewal periods allowed by Section 5.1, the City of Socorro shall pay on a monthly basis, a variable amount, based on actual service to the City of Socorro at the rate set forth in Schedule C to the City's approved Budget, within thirty (30) days of receipt of an invoice from the City of El Paso for said services.

6.2 The Parties acknowledge that the funds paid by the City of Socorro pursuant to Section 6.1 above may not be sufficient in the event of an unexpected occurrence such as an outbreak or epidemic (i.e. rabies) in the jurisdictional areas of the City of Socorro.

The City of Socorro shall name a person to serve as a point of contact to discuss these types of threats, its intervention, and any additional costs that the City of Socorro will need to pay to defray the resulting expenses. Such contact person shall be designated and disclosed to the director of the Department of Animal Services as of the signing of this Agreement. The comparative Cost Model attached hereto as Appendix A lists the cost per service offered by the City of El Paso to the City of Socorro pursuant to this Agreement during the initial term of this Agreement. After the initial term, the cost per service shall be as set forth in Schedule C of the City's approved Budget.

7. **PAYMENTS PURSUANT TO THIS AGREEMENT.** Payments submitted under this Agreement shall be made payable to the City of El Paso, Attn: Comptroller, PO Box 1890, El Paso, TX 79950-1890. In the event that the City of Socorro accrues an arrearage on payment, the City of El Paso Comptroller or any collection agency retained by the City to collect delinquent accounts may add a collection fee of 21% to the account receivable if owing to the City for more than 60 days, pursuant to the El Paso City Code, Ordinance 14700.

8. **LAW GOVERNING CONTRACT.** For purposes of determining the law governing the same, this Agreement is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

8.1 *Authority of the City of El Paso.* The City of Socorro expressly agrees that the City of El Paso shall have authority, subject to the provisions to Sections 1.1.1.2.1 and 1.4.1, to enforce all laws and ordinances applicable to animal regulation, within the city limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro further agrees that, in the absence of any conflicting city ordinance, the City of El Paso shall have authority to enforce the laws of the State of Texas and the County of El Paso applicable to animal regulation, within the incorporated limits and extraterritorial jurisdiction of the City of Socorro, Texas. The City of Socorro shall provide certified copies of all the City of Socorro, Texas Ordinances affecting animal regulation upon execution of this Agreement and as requested by the City of El Paso, and to provide copies of all such newly adopted or amended ordinance within 10 days after adoption or amendment. Copies of such ordinances shall be sent to the Director of the City of El Paso Department of Animal Services.

- 8.2 *Privileges and Immunities.* All privileges and immunities from liability, exemptions from laws, ordinances and rules, pension, relief, disability, worker's compensation, and other benefits which apply to the activities of officers, agents, or employees of the City of El Paso when performing a function shall apply to such officers, agents, or employees to the same extent while engaged in the performance of any of their functions and duties under the terms and provisions of this Agreement. Each party reserves, and does not waive, its rights of sovereign immunity and rights under the Texas Tort Claims Act.
- 8.3 *Governmental Function.* The Parties expressly agree that, in all things relating to this Agreement, the City of El Paso is performing a governmental function, as defined by the Texas Tort Claims Act. The Parties further expressly agree that every act or omission of the City of El Paso, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function.
- 8.4 *Exclusion of Incidental and Consequential Damages.* Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE LATTER PARTY'S RIGHTS) FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND including lost profits, loss of business, or other economic damage, and further including injury to property, mental anguish and emotional distress AS A RESULT OF BREACH OF ANY TERM OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CITY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF.
- 8.5 *Intentional Risk Allocation.* Each of the Parties acknowledges that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the Parties.

9. **TERMINATION.** Except as specifically addressed in Sections 1.1.1.2.1, 1.3.1 and 1.4.1, this Agreement may be terminated in whole or in part by either party upon thirty days written notice to the other party at the following addresses, or at a new address as provided in writing to the nonmoving party by a party which has moved its physical location within thirty (30) days of said relocation without the necessity of amending this contract:

CITY OF EL PASO: City of El Paso
 Attn: City Manager
 P.O. Box 1890
 El Paso, Texas 79950-1890

CITY OF SOCORRO : City of Socorro
 Attn: Mayor
 124 South Horizon Blvd.
 Socorro, Texas 79927

All payments by the City of Socorro under this Agreement are payable only out of current City of Socorro revenues. In the event that funds relating to this Agreement do not become available, such as by City of Socorro City Council not appropriating the funds, the City of Socorro shall have no future obligation to pay or perform any future services related herein to the City of El Paso for the City of Socorro's fiscal year during which time such funding is not available or appropriated; however, all services that have been provided by the City of El Paso shall be paid in accordance with Sections 6 and 7 of this Agreement. Should the City of Socorro experience a funding unavailability related to the services described in this Agreement, the City of Socorro shall immediately provide written notification to the City of El Paso of such case and either party may choose to terminate the Agreement subject to this Section 9. In the event that the City of Socorro notifies the City of El Paso that the City of Socorro is experiencing a funding unavailability related to this Agreement, the City of El Paso shall immediately cease providing the services described in this Agreement to the City of Socorro except as required by related grant funding requirements to which the City of El Paso must adhere.

10. **INDEPENDENT CONTRACTORS.** The City of El Paso and the City of Socorro are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City of El Paso nor the City of Socorro nor any of their respective

agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

11. **SEVERABILITY.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

12. **HEADINGS.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and no amendment, modification or alteration of the terms shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto. The parties reserve the right to amend this Agreement in the event either party should experience an unforeseen, significant impact to their respective budget allocated for the services addressed in this Agreement.

(Signature pages follow)

STATE OF TEXAS)

)

COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of El Paso, Interlocal Agreement between the City
of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 20__.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Josette Flores
Assistant City Attorney

Kurt Fenstermacher, Interim Director
Animal Services Department

(Signatures continue on the following page)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT

Signature page for the City of Socorro Interlocal Agreement between the City
of El Paso and the City of Socorro.

APPROVED this ____ day of _____, 20__.

CITY OF SOCORRO

Jesse Ruiz
Mayor

ATTEST:

APPROVED AS TO FORM:

City of Socorro Clerk

City of Socorro Attorney

APPENDIX A **COST MODEL –ANIMAL SERVICES**

City of El Paso, Texas									
Summary Results- For Direct Departments									
Based on 2017 Budgeted Expenditures									
FY17	El Paso	Anthony	Clint	Horizon	Socorro	El Paso County	San Elizario	Vinton	Total Operational Cost
Animal Shelter	4,080,154	18,773	28,653	128,447	213,419	219,779	46,438	18,279	4,753,942
Animal Control Officers	1,981,237	10,370	6,049	42,991	111,689	-	216	7,777	2,160,328
Grand Total	6,061,390	29,143	34,702	171,437	325,108	219,779	46,654	26,056	6,914,270
Percent of Total Cost	87.66%	0.42%	0.50%	2.48%	4.70%	3.18%	0.67%	0.38%	100.00%

Gloria M. Rodriguez
Mayor

Rene Rodriguez
At Large

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon-Villalobos
District 4

Adriana Rodarte
City Manager

DATE: February 16, 2017

TO: Mayor and Council

FROM: Rene Rodriguez

SUBJECT:

Discussion and action to allocate \$1,000.00 from the General Fund for the Neighborhood Watch Program for signs.

SUMMARY

BACKGROUND

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

\$1,000.00

ALTERNATIVE

APPROVE

NOT APPROVE

STAFF RECOMMENDATION

approve

Gloria Rodriguez
Mayor

Rene Rodriguez
At Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon - Villalobos
District 4

Adriana Rodarte
City Manager

February 27, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RENE RODRIGUEZ

SUBJECT: DISCUSSION AND ACTION TO DIRECT STAFF TO FIND A STORAGE FACILITY TO HOUSE THE BOOKS THAT WERE DONATED BY TEXAS STATE BOARD OF EDUCATION DISTRICT 1, GEORGINA C. PEREZ FOR OUR RIO VISTA LIBRARY.

SUMMARY

A STORAGE LOCATION IS NEEDED FOR THESE DONATED BOOKS TO AVOID ANY DAMAGE.

STATEMENT OF THE ISSUE

FINANCIAL IMPACT

Account Code (GF/GL/Dept):

Funding Source: General Fund

Amount:

Quotes (Name/Commodity/Price) N/A

Co-op Agreement (Name/Contract#) N/A

ALTERNATIVE

N/A

STAFF RECOMMENDATION

N/A

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
 2. CFO _____ Date _____
 3. Attorney _____ Date _____
- .

Gloria Rodriguez
Mayor

Rene Rodriguez
At - Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon – Villalobos
District 4

Adriana Rodarte
City Manager

February 22, 2017

TO: Mayor and City Council

FROM: Alejandro Garcia

SUBJECT: Travel to Round Rock, Texas for TML Conference

SUMMARY: Discussion and action to direct staff to arrange travel for TML conference in Round Rock, Texas to partake in orientation to get better prepared and acquire better knowledge of the being an elected city official.

STATEMENT OF THE ISSUE:
FINANCIAL IMPACT

Account Code (GF/GL/Dept.): GF

Funding Source: General Fund

Amount: Not yet known

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE: None

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____
2. CFO _____ Date _____
3. Attorney _____ Date _____



June 14-16 • July 26-28

Welcome

The Texas Municipal League announces its third annual TML Leadership Academy – a two-course, six-day program, designed to enhance the leadership skills of officials who serve our Texas cities. The Leadership Academy features an impressive faculty of university professors, thought leaders, and governing officials who will teach you to critique your own decisions and actions, and develop the competencies needed to excel in your leadership role.

June 14-16– Course One: Personal Leadership Effectiveness

July 26-28 – Course Two: Ethical and Influential Leadership

At the TML Leadership Academy, you will:

- Measure your leadership competencies, and identify actions to improve your effectiveness
- Examine who you are, and why you are leading
- Explore the principles and characteristics of ethical leadership
- Learn to build trust and community
- Improve team-building and communication skills
- Practice negotiation and conflict resolution for strategic influence

As a Leadership Academy participant, you will assess your personal leadership style and approach in a comfortable setting. You will meet and work with your counterparts from other Texas cities, discussing local issues in the broader leadership context. And you will discover how to apply what you learn in your public service role.

Most importantly, your city and citizens will benefit from the education and experience that you will gain.

TML Leadership Fellow

Make the commitment and attend both courses (more than 30 hours of training) to be awarded the prestigious title of “TML Leadership Fellow.” All TML Leadership Fellows will be honored at the closing session on July 28.

TML Newly Elected City
Officials Orientation

Registration \$ 175.00

Air Fare 343.90

Hotel 2 nights x 119 } 238.00
+ Taxes

Per Diem 147.50

Rental 178.72

Expense Estimate \$ 1083.12

* (\$904.40 + Taxes) + TAXES
(w/out rental)

TML Newly Elected City Officials' Orientation

You've got questions...we've got answers.

July 28-29, 2016 • Granbury — August 18-19, 2016 • San Antonio

Navigation ☰

Registration

The registration fee includes access to handouts, refreshments, continental breakfast and lunch on the first day of training, and continental breakfast on the second day of training.

Choose a Date and Location	By July 14	After July 14	Non-Member Rate
July 28-29 ~ Granbury	\$175	\$225	\$250
August 18-19 ~ San Antonio	\$175	\$225	\$250

To register by mail click on [print registration form](#).

Guests: This event is open to registered TML member city delegates only and is not open to guests. If special circumstances require bringing a guest, please contact us at newlyelected@tml.org for more information and pricing.

Confirmations: Confirmations will be emailed if you provide an email address. Workshop badges will be mailed to all delegates registered up to one week before the workshop.

Cancellation and Substitution Policy: If you are registered and cannot attend, we encourage you to send a substitute. **If you cannot send a substitute, a \$45 cancellation fee will be assessed if cancellation is emailed to acct@tml.org by July 14 for the workshop in Granbury or by August 4 for the workshop in San Antonio.**

Questions: Please contact us at 512-231-7400 or newlyelected@tml.org.

TML Newly Elected City Officials' Orientation
All Rights Reserved



El Paso, TX to Austin, TX

Air

Total Price: **\$343.90**

ITINERARY

Travel Date	Flight Segments		Flight Summary
DEPART JUL 12 WED	05:25 PM	Depart El Paso, TX (ELP) on Southwest Airlines	Wednesday, July 12, 2017 Travel Time 1 h 35 m (Nonstop) Wanna Get Away
	08:00 PM	Arrive in Austin, TX (AUS)	
RETURN JUL 14 FRI	06:25 PM	Depart Austin, TX (AUS) on Southwest Airlines	Friday, July 14, 2017 Travel Time 1 h 30 m (Nonstop) Wanna Get Away
	06:55 PM	Arrive in El Paso, TX (ELP)	

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied boarding compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure of your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds for the originally ticketed Passenger only. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

Booking with Rapid Reward Points:

When booking with Rapid Rewards points, your point balance may not immediately update in your account.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity
Depart	ELP-AUS	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1
Return	AUS-ELP	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1
Enroll in Rapid Rewards and earn at least 1761 Points for this trip. Already a Member? Log in to ensure you are getting the points you deserve.			Subtotal	\$343.90 Fare Breakdown
You can't find this great fare on any other website. Southwest fares are only on southwest.com ®.			1st and 2nd Checked Bags Fly Free®*	
			*Weight and size limits apply.	Bag Charge \$0.00

Air Total:**\$343.90**[Modify Trip](#)

Purchase your shopping cart...

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase

[Continue](#)

Get **\$200** Statement Credit after first purchase & Earn **10,000** Bonus Points

[Learn more](#)

You Pay Today: \$343.90
Credit On Your Statement: -\$200.00
Total After Statement Credit: \$143.90

Add a Car



TML Newly Elected City Officials' Orientation

You've got questions...we've got answers.

July 28-29, 2016 • Granbury — August 18-19, 2016 • San Antonio

Navigation 

Day 2

Sessions are subject to change.

7:30–8:00 a.m.	Continental Breakfast
8:00–9:00 a.m.	Planning for Your City's Economic Development
9:00–9:10 a.m.	Break
9:10–10:10 a.m.	Meeting Your Revenue Challenges: Where are the Opportunities?
10:10–10:20 a.m.	Break
10:20–11:50 a.m.	Governing Openly in Texas: Texas Open Meetings Act Required Training

TML Newly Elected City Officials' Orientation

All Rights Reserved



TML Newly Elected City Officials' Orientation

You've got questions...we've got answers.

July 28-29, 2016 • Granbury — August 18-19, 2016 • San Antonio

Navigation

Day 1

Sessions are subject to change.

7:30–8:00 a.m.	Registration and Continental Breakfast
8:00–8:10 a.m.	Welcome
8:10–9:10 a.m.	Keynote – Be an Inspired Leader!
9:10–9:30 a.m.	Break
9:30–10:30 a.m.	Understanding Your Financial Oversight Responsibilities
10:30–11:30 a.m.	Parliamentary Procedure: Being Aware of the Key Rules
11:30 a.m.–12:30 p.m.	Networking Lunch (provided)
12:30–1:30 p.m.	Fundamentals of City Regulation
1:30–2:30 p.m.	Governing Ethically: Understanding Your Influence
2:30–2:45 p.m.	Break
2:45–3:45 p.m.	Council-Staff Relations: Building an Effective Partnership
3:45–4:45 p.m.	Interacting Constructively with the Media

TML Newly Elected City Officials' Orientation

All Rights Reserved



TML Newly Elected City Officials' Orientation

You've got questions...we've got answers.

July 28-29, 2016 • Granbury — August 18-19, 2016 • San Antonio

Navigation

Hotel and General Information

To better accommodate the schedules of our members, TML is offering this workshop twice.

Choose the date and location that best fit your needs!

Registration Fee: The registration fee includes access to handouts, refreshments, continental breakfast and lunch on the first day of training, and continental breakfast on the second day of training. A confirmation will be emailed if you provide an email address. A workshop badge and confirmation will be mailed to each delegate registered up to one week before the workshop.

Guests: This event is open to registered TML member city delegates only and is not open to guests. If special circumstances require bringing a guest, please contact us at newlyelected@tml.org for more information and pricing.

Locations and Hotel Information

Thursday, July 28 – Friday, July 29 ~ Granbury

This orientation will be held at the **Granbury Conference Center**, located at 621 E. Pearl Street, Granbury, TX 76048.

Hotel accommodations will be provided by the **Hilton Garden Inn**, located at 635 E. Pearl Street, Granbury, TX 76048. The hotel has extended a rate of **\$119 (single or double)**, which includes complimentary in-room Internet access, through **July 5**. To reserve rooms online visit **Hilton Garden Inn**, or call the hotel at 817-579-3800 and refer to the Texas Municipal League room block. Self-parking is complimentary. This is a nonsmoking property.

Thursday, August 18 – Friday, August 19 ~ San Antonio

This orientation will be held at the **Hyatt Regency San Antonio**, located on the River Walk at 123 Losoya Street in San Antonio. The hotel has extended a room rate of **\$149 (single or double)**, which includes complimentary in-room Internet access, through **August 4**. To reserve rooms online visit **Hyatt Regency**, or call Hyatt Central Reservations at 1-800-233-1234 and refer to the Texas Municipal League room block.

Please note that the hotel will honor the group rate for three nights prior and three nights after the official event dates, based on availability. Self-parking is \$15 per day with in/out privileges for overnight guests. This is a nonsmoking property.

The Historic Menger Hotel – 0.2 mile walk to the Hyatt Regency

The Menger Hotel located at 204 Alamo Plaza in San Antonio has extended a room rate of **\$125 (single or double)**, which includes complimentary in-room Internet access, through **August 4**. To reserve rooms online visit **Menger Hotel** and enter group code **0816TML** or call 800-345-9285 and refer to the Texas Municipal League room block. Valet parking only available at \$15 per night. This is a nonsmoking property.

Cancellation and Substitution Policy: If you are registered and cannot attend, we encourage you to send a substitute. If you cannot send a substitute, a \$45 cancellation fee will be assessed if cancellation is emailed to acct@tml.org by **July 14 for the workshop in Granbury**, or **August 4 for the workshop in San Antonio**.

Continuing Education Credit: Elected officials (mayors and councilmembers) can earn Texas Municipal League Institute (TMLI) credits for attending this workshop. Forms will be available on site.

The Texas Municipal League Institute (TMLI) offers a variety of educational programs to help elected city officials strengthen and enhance their leadership and policy-making skills. Throughout the TMLI year (January 1-December 31), elected officials can earn continuing education unit (CEU) credits by attending TML-sponsored educational programs. For further information on the TMLI program, including the Certified Municipal Official designation, visit the TML website at www.tml.org (click on "Training" and then "TMLI Certification") or call us at 512-231-7400.

Special Accommodations: If you are in need of assistance of any kind, including special dietary needs (such as allergies, restrictions, or sensitivities to particular ingredients) or need mobility, audio-visual, or other assistance contact us at newlyelected@tml.org.

Questions: Please contact us at 512-231-7400 or newlyelected@tml.org.

TML Newly Elected City Officials' Orientation

All Rights Reserved

FY 2017 Per Diem Rates for Texas

(October 2016 - September 2017)

Cities not appearing below may be located within a county for which rates are listed.

To determine what county a city is located in, visit the National Association of Counties (NACO) website (a non-federal website).

You searched for: **round rock, Texas**

Your search inquiry returned more than one possibility. Here are the possible rates.

Primary Destination (1, 2)	County (3, 4)	Max lodging by Month (excluding taxes)													M&IE (5)
		2016			2017										
		Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
Austin	Travis	\$141	\$141	\$141	\$158	\$158	\$158	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$59
Round Rock	Williamson	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$99	\$59

Footnotes

1. Traveler reimbursement is based on the location of the work activities and not the accommodations, unless lodging is not available at the work activity, then the agency may authorize the rate where lodging is obtained.
2. Unless otherwise specified, the per diem locality is defined as "all locations within, or entirely surrounded by, the corporate limits of the key city, including independent entities located within those boundaries."
3. Per diem localities with county definitions shall include "all locations within, or entirely surrounded by, the corporate limits of the key city as well as the boundaries of the listed counties, including independent entities located within the boundaries of the key city and the listed counties (unless otherwise listed separately)."
4. When a military installation or Government-related facility (whether or not specifically named) is located partially within more than one city or county boundary, the applicable per diem rate for the entire installation or facility is the higher of the rates which apply to the cities and/or counties, even though part(s) of such activities may be located outside the defined per diem locality.
5. *Meals and Incidental Expenses*, see Breakdown of M&IE Expenses for important information on first and last days of travel.

July 12 \$ 44.25
 July 13 59.00
 July 14 44.25
 * Total Per Diem \$ 147.50 per person

Meals and Incidental Expenses (M&IE) Breakdown

The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to Section 301-11.18 of the Federal Travel Regulation for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

The table lists the six M&IE tiers in the lower 48 continental United States (currently ranging from \$51 to \$74). If you need to deduct a meal amount, first determine the location where you will be working while on official travel. You can look up the location-specific information at www.gsa.gov/perdiem. The M&IE rate for your location will be one of the six tiers listed on this table. Find the corresponding amount on the first line of the table (M&IE Total) and then look below for each specific meal deduction amount.

The table also lists the portion of the M&IE rate that is provided for incidental expenses (currently \$5 for all tiers).

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	IE
\$51	\$11	\$12	\$23	\$5
\$54	\$12	\$13	\$24	\$5
\$59	\$13	\$15	\$26	\$5
\$64	\$15	\$16	\$28	\$5
\$69	\$16	\$17	\$31	\$5
\$74	\$17	\$18	\$34	\$5

This table lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Total	First & Last Day of Travel
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Looking for the foreign and outside the continental United States (OCONUS) breakdown chart? Visit FTR Appendix B. (**Note:** Appendix B breakdowns do not apply to any locations in the continental United States; use the table listed above.)

The shortcut to this page is www.gsa.gov/mie.

QUESTIONS:

For all travel policy questions, email travelpolicy@gsa.gov.



RELATED GSA TOPICS

- FedRooms®

RATE THIS PAGE

Rental Details

[CHANGE](#)

COMPACT

AUSTIN BERGSTROM AIRPORT

Wed, Jul 12, 2017 @ 8:30 PM

Fri, Jul 14, 2017 @ 5:00 PM

Rental Terms

RENTAL POLICIES

- > [Rental Terms and Conditions](#)
- > [Additional Driver](#)
- > [After Hours Service](#)
- > [Cross Border Policy](#)
- > [Damage Waiver](#)
- > [Refueling Service](#)
- > [Driver's License Information](#)
- > [Personal Accident Insurance](#)
- > [Forms of Payment](#)
- > [Roadside Protection](#)
- > [Renter Requirements](#)
- > [Supplemental Liability Protection](#)
- > [Toll Pass Policy](#)

Are you an Enterprise Plus Member? Sign in to speed through the form below.

Flight Details

Optional - providing your flight information will help us keep your car ready upon arrival

Airline Name

Please select an airline

Flight Number (Optional)

I don't have a flight

My airline isn't listed

Complete Your Booking

You will be charged when you pick up your rental.

\$178.72

RESERVE NOW

Gloria Rodriguez
Mayor

Rene Rodriguez
At - Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon – Villalobos
District 4

Adriana Rodarte
City Manager

February 22, 2017

TO: Mayor and City Council

FROM: Alejandro Garcia

SUBJECT: Discussion and Action to Removing Mary Perez from the Historical Landmark Commission and appointing Ina Pinales.

SUMMARY: Ms. Pinales is an educator and knows the value of serving on a commission plus serving in commission that will help protect the Historical Sites of the city of Socorro.

STATEMENT OF THE ISSUE:

FINANCIAL IMPACT

Account Code (GF/GL/Dept): N/A

Funding Source: General Fund

Amount: Not yet known

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE: None

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At - Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon – Villalobos
District 4

Adriana Rodarte
City Manager

February 22, 2017

TO: Mayor and City Council

FROM: Alejandro Garcia

SUBJECT: Marketing Apparel for Council

SUMMARY: Discussion and action to direct staff to provide Marketing Apparel for Council to better represent the City of Socorro in Local, City, County and State events.

STATEMENT OF THE ISSUE: As our participation in events rise, in and around Socorro and participating areas, I believe that we need to always to represent the city that elected us and be proud to carry our name of Socorro where it can be recognized.

FINANCIAL IMPACT

Account Code (GF/GL/Dept.): GF

Funding Source: General Fund

Amount: Not yet known

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE: None

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ Date _____

Gloria Rodriguez
Mayor

Rene Rodriguez
At - Large / Mayor Pro-Tem

Maria Reyes
District 1



Alejandro Garcia
District 2

Victor Perez
District 3

Yvonne Colon – Villalobos
District 4

Adriana Rodarte
City Manager

February 22, 2017

TO: Mayor and City Council

FROM: Alejandro Garcia

SUBJECT: Request for Qualifications for Bank/Credit Union

SUMMARY: Discussion and Action to Request for Qualifications for Banks/Credit Unions.

STATEMENT OF THE ISSUE: I believe that there are better opportunities for the city of Socorro to bank with a different Bank/Credit Union who will help us grow as a city.

FINANCIAL IMPACT:

Account Code (GF/GL/Dept): N/A

Funding Source: General Fund

Amount: Not yet known

Quotes (Name/Commodity/Price)

Co-op Agreement (Name/Contract#)

ALTERNATIVE: None

STAFF RECOMMENDATION

REQUIRED AUTHORIZATION

1. City Manager _____ Date _____

2. CFO _____ Date _____

3. Attorney _____ **Date** _____