



Duncanville City Council Meeting Agenda
City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, March 19, 2024

6:00 P.M. - Work Session/Briefing

7:00 P.M. - Regular Session

or immediately following the 6:00 pm Work Session/Briefing

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person, broadcast by website and social media channels, and by video conference at 6:00 pm on Tuesday, March 19, 2024 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

Due to limited seating in council chambers, persons or participants may participate by live broadcast via Swagit in order to maintain safe social distance as provided in this notice.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on Tuesday, March 19, 2024.
- Email city.secretary@duncanvilletx.gov
- Email title: Public Comment – Tuesday, March 19, 2024
- First Name, Last Name, and Address

WORK SESSION / BRIEFING**1. DISCUSS AGENDA ITEMS****2. CITY COUNCIL CALENDAR****3. BRIEFINGS / PRESENTATIONS**

- | | | |
|----|--|-----------|
| A. | Council Briefing on the upcoming Armstrong Park Grand Opening and Solar Eclipse Events
Armstrong Opening and Eclipse Event Updates | 6 |
| B. | Council Briefing and discuss the Best Southwest Hispanic Heritage event and associated Interlocal Cooperation Agreement.
Hispanic Heritage ILA Briefing | 7 - 14 |
| C. | Council Briefing on a proposed agreement with Texas Master Naturalists for ongoing support activities at the Charles F. Ladd Nature Preserve.
Master Naturalist Agreement | 15 - 17 |
| D. | Council to receive a briefing from Matrix Consulting Group on a proposal to develop a police and fire operation analysis also known as a strategic plan relating to public safety needs for the next 10-20 years for the City of Duncanville.
Briefing Police and Fire Operational Analysis | 18 - 120 |
| E. | Council Briefing on human resources initiatives, overview of performance evaluation status, new hires, recruitment, temporary support, civil service proposals, police, fire, and open recruitments.
Briefing on Human Resources | 121 - 122 |

EXECUTIVE SESSION

- | | | |
|----|--|-----------|
| 1. | City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.
Executive Session | 123 |
| 2. | City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.
Executive Session | 124 |
| 3. | City Council shall convene in Executive Session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the City and, pursuant to Section 551.071 of the Texas | 125 - 126 |

Government Code, to seek legal advice from the City Attorney regarding the same.

[Executive Session](#)

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor's Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

None

- A. The Greatest American Cleanup Pledge Proclamation
[The Greatest American Cleanup Pledge Proclamation](#)

127 - 129

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on October 18, 2022, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- A. Consider the Minutes for the March 5, 2024 City Council Regular Meeting. 130 - 136
[City Council - 05 Mar 2024 - Minutes](#)
- B. Council to Consider a resolution approving a professional services agreement with Huitt-Zollars for a Facility Condition Assessment in an expenditure amount not to exceed \$95,000.00, authorizing the City Manager to execute the necessary documents, and providing for an effective date. 137 - 187
[Facility Condition Assessment](#)
- C. Consider an Ordinance of the City of Duncanville, Texas, approving and adopting an increase in the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who is sixty-five years of age or older; an increase to the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who receives disability insurance benefits under Federal Old Age, Survivors, and Disability insurance; amending the Code of Ordinances by amending Chapter 18 "Taxation," Article I "In General," by amending subsection 18.5 "Residence Homestead Exemption for Senior Citizen"; and by amending subsection 18.6 "Residence Homestead Exemption for Disabled" to update the exemption amount to \$40,000. 188 - 193
[Amend Senior Citizen and Disabled Property Tax Exemption to \\$40,000](#)
- D. Consider a Resolution authorizing a contract for a fireworks display with Pyrotecnico Fireworks, Inc., in the amount not to exceed \$178,450.00 over the 5-year period. 194 - 208
[Fireworks display for the Independence Day Celebration at Armstrong Park](#)
- E. Consider a Resolution awarding RFQ 24-0002 Lead Service Lines Engineering Services to LJA Engineering, Inc. through the City's competitive qualifications process for completion of a Lead and Copper Rule Revised (LCRR) Service Line Material (SLM) Inventory with a contract amount of \$172,500.00 and an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00. 209 - 221
[Award of RFQ 24-0002 Lead Service Lines Engineering Services](#)
- F. Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Houston-Galveston Area Council (H-GAC) Contract FS12-23 in the expenditure amount of \$569,785.00. 222 - 258
[Purchase of Seven Chevrolet Police Pursuit Vehicles](#)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Take any necessary action as a result of the Executive Session.

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, March 14, 2024, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Council Briefing on the upcoming Armstrong Park Grand Opening and Solar Eclipse Events

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation
Angela Owens, City Events Planner

BACKGROUND/HISTORY:

Staff will provide an update, including a run of activities, and answer questions regarding the Armstrong Park Grand Opening scheduled for April 6, 2024 and the events planned for the solar eclipse on April 7 and 8, 2024.

POLICY EXPLANATION:

There are no policies associated with this item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

No formal action is required for this item.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Discuss the Best Southwest Hispanic Heritage event and associated Interlocal Cooperation Agreement.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation
Angela Owens, City Events Planner

BACKGROUND/HISTORY:

Hispanic Heritage Month is September 15 through October 15 each year. In recognition of this observance, Duncanville has hosted a day-long event in Armstrong Park to include a car show, family activities, food and merchandise vendors, and a concert. Recently, the Parks and Recreation directors of the four Best Southwest cities: Duncanville, DeSoto, Cedar Hill, and Lancaster, initiated a discussion about combining the cities' Hispanic Heritage events into a single, larger regional event that would rotate amongst the cities similar to very successful BSW Juneteenth event. If approved, the 2024 event would be held in DeSoto as they have secured the talent for their event. As proposed, each city would contribute \$10,000 annually to the host city. This is the same amount provided by each city for Juneteenth. There is sufficient funding in the FY24 budget for this expenditure, along with funding for a smaller event in Duncanville on an alternate date from the BSW event. A draft of the Interlocal Cooperation Agreement (ILA), similar to the BSW Juneteenth ILA approved last year, is attached for reference. If directed by Council, staff will place the ILA on the next Council agenda for consideration of approval.

POLICY EXPLANATION:

There are no policies related to this agenda item.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

This item is for discussion only and no formal action will be taken.

ATTACHMENTS:

[DRAFT ILA Hispanic Heritage 2024 \(Cedar Hill Lancaster DeSoto Duncanville\)](#)

**STATE OF TEXAS §
 § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF DALLAS §**

This Interlocal Cooperation Agreement (“Agreement”) is made by and between the City of DeSoto, Texas (“Desoto”), and the City of Lancaster, Texas, City of Cedar Hill, Texas, and the City of Duncanville, Texas, (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the Parties will partner together to provide a Hispanic Heritage Celebration (the “Event”) for the citizens of DeSoto, Lancaster, Cedar Hill, and Duncanville, and have found that through such partnership the citizens are afforded an event that provides quality entertainment and activities; and

WHEREAS, this Agreement is made pursuant to and under the authority of the Interlocal Cooperation Act of 1971, as amended, and codified in Chapter 792 of the Texas Government Code (the “Act”); and

WHEREAS, the Parties are local governments as defined in §791.003 of the Act, and each are empowered by §791.011 of the Act to contract with each other to provide governmental functions and services such as community celebrations; and

WHEREAS, the Parties desire to enter into this Interlocal Cooperation Agreement (the “Agreement”) for the purposes of planning and delegating each Party’s responsibilities for the Event for the years 2024, 2025, 2026, and 2027; and

WHEREAS, it is mutually advantageous for the Parties to enter into this Agreement; and

WHEREAS, the Parties shall make the payments required under this Agreement from current available funds;

NOW THEREFORE, in consideration of the foregoing and on the terms and conditions hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Purpose**

The purpose of this Agreement is to plan and delegate each Party’s responsibilities for the Event for the years 2024, 2025, 2026, and 2027. The Parties agree to rotate the responsibility of serving as the Host City for the Event and to share in the cost and responsibilities.

Article II Term

The Term of this Agreement shall commence on the last date of execution hereof (the “Effective Date”) and shall continue for three (3) years through September 30, 2027, unless sooner terminated as provided herein. Thereafter, the Agreement will renew automatically for a period of one (1) year (the “Renewal Term”).

Article III Termination

A Party may terminate the Agreement without cause by giving written notice to the other Parties no later than 180 days prior to September 21st. If the Party seeking to terminate the Agreement is scheduled to serve as the Host City during the current or Renewal Term, then the notice of termination must be provided to the other Parties no later than November 30th prior to their scheduled obligation to serve as Host City.

Article IV Host City Rotation

The responsibility for serving as Host City shall rotate among the Parties with the initial rotation being **Desoto** in **2024**; **Duncanville** in **2025**; **Cedar Hill** in **2026**; and **Lancaster** in **2027**. The Host City’s responsibilities will continue in this order for the subsequent Renewal Term.

Article V Host City Responsibilities

The Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Secure a location for the Event;
- b. Secure staff and providing equipment for entertainment;
- c. Secure vendors, entertainment, and activities;
- d. Provide an operations plan to the other parties no later than two weeks prior to the scheduled event;
- e. Provide VIP passes, food, parking, and seating for up to ninety-four (94) representatives of the Parties in the following order of priority: Elected Officials, Park Commission or Board members, City Management, and Parks & Recreation Staff;
- f. Shall provide for liability insurance for the event and site location, and,

- g. Provide security to ensure that VIP areas and services are reserved for identified guests.

Article VI Non-Host City Responsibilities

Parties not serving as the Host City in any given year of the Term of this Agreement shall have the following responsibilities:

- a. Provide assistance with public safety concerns by providing an adequate number of police officers or other security resources for the Event. This shall be determined by the Parties prior to the event with the goal of equitable distribution of responsibilities among the Parties. Each Party shall be responsible for the costs in providing security staff for the event; and
- b. Provide the Host City a financial contribution in the amount of Ten Thousand Dollars (\$10,000) to the Host City by July 31st.

Article VII Availability of Revenue

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement shall make those payments only from current revenues legally available to the paying Party.

Article VIII Miscellaneous

8.1 Entire Agreement. This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement.

8.2 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

8.3 Assignment. This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

8.4 Relationship of Parties. It is not the intent of the Parties to create, nor shall this Agreement be construed as creating, a partnership, association, joint venture or trust. No Party shall be under the control of, or shall be deemed to control, the other Party. Each Party shall be individually responsible for its own covenants, obligations and liabilities.

8.5 Force Majeure. In the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

8.6 Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas.

8.7 Amendment. This Agreement may be amended only by a mutual written agreement signed by both Parties hereto.

8.8 Notice. Any notice herein required or permitted to be delivered shall be deemed received when sent in the United States Mail, postage prepaid, certified mail, return receipt requested, or by hand delivery or facsimile transmission at the address set forth below:

If Intended for DeSoto:
City of DeSoto, Texas
Attn: Isom Cameron,
Interim City Manager
211 East Pleasant Run Road, Suite A
DeSoto, Texas 75115
Phone: (972) 274-2489

With Copy to:
Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

If Intended for Lancaster:
City of Lancaster
Attn: Opal Mauldin-Jones
City Manager
211 North Henry Street
Lancaster, Texas 75146
Phone: (972) 218-1300

With Copy to:
David T. Ritter
Brown & Hofmeister, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Phone: (214) 747-6100

If Intended for Cedar Hill:
City of Cedar Hill, Texas
Attn: Greg Porter, City Manager
285 Uptown Boulevard
Cedar Hill, Texas 75104
Phone: (972) 291-5100

With Copy to:
Ron G. MacFarlane, Jr.
The MacFarlane Firm
400 East Royal Lane, Suite 290
Irving, Texas 75039
Phone: (214) 232-5158

If Intended for Duncanville:
City of Duncanville, Texas
Attn: Douglas Finch,
City Manager
203 East Wheatland Road
Duncanville, Texas 75116
Phone: (972) 780-5000

With Copy to:
Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201
Phone: (214) 965-9900

8.9 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such

invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

8.10 Recitals. Recitals to this Agreement are incorporated herein.

8.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

8.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

8.13 Immunity. This event is for a legitimate governmental purpose to promote the public good and serve to support community and regional racial diversity; and, nothing contained herein shall be construed to waive governmental immunity from suit, claim or liability.

EXECUTED this ____ day of _____, 2024.

City of DeSoto, Texas

By: _____
Isom Cameron, Interim City Manager

APPROVED AS TO FORM:

By: _____
Joseph J. Gorfida, Jr., City Attorney
(04-04-2023-TM 134383)

EXECUTED this ____ day of _____, 2024.

City of Lancaster, Texas

By: _____
Opal Mauldin-Jones, City Manager

APPROVED AS TO FORM:

By: _____
David T. Ritter, City Attorney

EXECUTED this ____ day of _____, 2024.

City of Cedar Hill, Texas

By: _____
Stephen Mason, City Mayor

APPROVED AS TO FORM:

By: _____
Ron G. MacFarlane, Jr., City Attorney

EXECUTED this ____ day of _____, 2024.

City of Duncanville, Texas

By: _____
Douglas Finch, City Manager

APPROVED AS TO FORM:

By: _____
Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Council Briefing on a proposed agreement with Texas Master Naturalists for ongoing support activities at the Charles F. Ladd Nature Preserve.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

The Texas Master Naturalists (TXMN) have been active at the Charles F. Ladd Nature Preserve for several years. A sample of activities they have performed are on-going clean-ups, bio blitzes for plant and wildlife identification, and removal of invasive plant species. In addition to continuing these activities, TXMN has offered to manage the closing of the property during inclement weather with proper signage at their cost. The proposed agreement outlines the permissions of these activities without the need to seek permission from the City of Duncanville; however, they have agreed to inform staff prior to all activities. There will be no permanent improvements made to the property until the master plan is complete.

POLICY EXPLANATION:

The proposed agreement outlines the activities allowed by the Texas Master Naturalists at the Charles F. Ladd Nature Preserve.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

There is no formal action to be taken with this item.

ATTACHMENTS:

[Ladd_Proposal](#)



**Robbie Robbins
Project Chair**



robbsqd@gmail.com



214 991 5995



txmn.org/indiantrail

TXMN Project: Ladd Preserve

The Texas Master Naturalist Program's mission is to develop a corps of well-informed volunteers to provide education, outreach, and service dedicated to the beneficial management of natural resources and natural areas within their communities for the State of Texas.

This proposal outlines the capacity in which members of the Texas Master Naturalists (TXMN), under direction from the Indian Trail chapter, are allowed to work on and interact with the Charles F. Ladd Nature Preserve independent from the long term projects to be decided on by a master plan. This will give permission to TXMN to undertake prairie restoration work that does not permanently alter the physical landscape of the property while maintaining and bolstering a healthy native ecosystem in order to begin crucial environmental work on the preserve.

TXMN volunteers will be permitted to work on the property so long as they are not obtrusive or damaging to the property or its natural resources. Acceptable projects include, but are not limited to: planting native or beneficial plants and seeds; removal of invasive species; cleanup of trash or brush; monitoring wildlife; creating and maintaining unpaved trails; pruning or trimming foliage; placing temporary signage.

TXMN will also be permitted to host relevant non-commercial events on the property that focus on education, engagement with nature, or conservation.

TXMN will be able to engage with the property in the manner listed above without the need to directly obtain permission from the City of Duncanville; however, TXMN will continue to communicate with the city regarding the property via quarterly progress reports and frequent, as-needed written updates.

Date: _____



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Council to receive a briefing from Matrix Consulting Group on a proposal to develop a police and fire operation analysis also known as a strategic plan relating to public safety needs for the next 10-20 years for the City of Duncanville.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - ◻ **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Develop: Infrastructure Improvement Strategy**
 - ◻ **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - ◻ **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
 - ◻ **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Douglas Finch, City Manager

Robert Brown, Assistant City Manager

BACKGROUND/HISTORY:

The City of Duncanville completed a facility needs assessment in 2018 relating to the City's buildings; however, no record has been identified of an operational analysis of police and fire to determine current and future needs. City Administration has reached out to multiple firms to inquire about completing an operational analysis of public safety. Two quotes were received with Matrix Consulting providing a fixed quote of \$134,900; while CPSM has provided a quote of \$111,138 not including travel costs. Based on the two proposals, City Administration is recommending Matrix

Consulting Group. The purposes of this action is for Council to receive a briefing from Matrix Consulting Group on a proposal to develop a police and fire operation analysis also known as a strategic plan relating to public safety needs for the next 10-20 years for the City of Duncanville.

POLICY EXPLANATION:

Council to receive a briefing from Matrix Consulting Group on a proposal to develop a police and fire operation analysis also known as a strategic plan relating to public safety needs for the next 10-20 years for the City of Duncanville.

FUNDING SOURCE:

ORG and Object Number

To Be Determined (non-budgeted for 2024)

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Public Safety Proposal](#)

[Duncanville Police](#)

[Duncanville Fire and EMS](#)

**Proposal to Develop Police and Fire Department
Strategic Plans**

DUNCANVILLE, TEXAS

March 6, 2024



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March 5, 2024

Douglas Finch
City Manager
City of Duncanville
203 E Wheatland Avenue
Duncanville, TX 75116

Dear Mr. Finch:

The Matrix Consulting Group is pleased to submit our proposal to develop Police and Fire Department Strategic Plans for the City of Duncanville. We are comprised of highly experienced management consultants, specializing in public safety services, having provided a wide range of services to over 400 police and over 400 fire agencies in Texas and across the country as well as internationally for over 20 years.

The following examples of recent work shows the diversity of our police study client base in Texas alone:

Austin, TX	Denton, TX	Lewisville, TX
Buda, TX	Fair Oaks Ranch, TX	San Antonio, TX
Boerne, TX	Fort Worth, TX	Sunnyvale, TX
Burleson, TX	Glenn Heights, TX	Texas City, TX
Cedar Hill, TX	Kyle, TX	Travis County, TX

In addition, we are currently working with Addison and Cedar Park, TX and Broken Arrow, OK on staffing and strategic planning studies.

We have also worked extensively to provide a wide range of services to fire agencies across the country. The following table provides a partial list of recent fire studies:

Aspen, CO	Dinuba, CA	Sandwich, MA
Bellingham, WA	Dixon, CA	Sebastopol, CA
Berlin, NH	Grants Pass, OR	Valley Center, KS
Big Bear, CA	Gresham, OR	Westport, CT
Desoto, TX	Los Banos, CA	Yarmouth, MA

1650 S. Amphlett Blvd., Suite 213 ■ San Mateo, CA 94402 ■ 650.858.0507
SF Bay Area (Headquarters), Charlotte, Dallas, Fort Myers, Irvine, Portland, St. Louis

In addition, we are currently working with Addison, Cedar Park, Georgetown, and Round Rock, TX on staffing and strategic planning studies.

The following points characterize our approach to conducting police fire assessments:

- All staff for our proposed team are extremely experienced, having themselves conducted up to hundreds of police and fire service studies.
 - The President of the firm, with 40 years of fire service analytical experience would manage the project. He has led all of the firms public safety studies since founding the Matrix Consulting Group 20 years ago.
 - Our lead police analyst, Ian Brady, leads our police practice having been a key member or lead on over 100 studies in the past 11 years. He has created our deployment and projection models for police and fire.
 - Our lead fire analyst, Robert Finn, has also led the analysis of over 100 fire department staffing studies across the country. He also has been with the firm for over 12 years.
 - Other staff assigned to this project have between 10 and 35 years of public safety and/or consulting experience.
- We are a 'fact based' firm providing detailed data collection and analysis.
- We obtain extensive input from stakeholders in all our studies, including municipal managers and elected officials, police and fire service managers and staff.
- We work closely with our clients through interim reports and review meetings.

If you have any questions, please do not hesitate to contact me either at the letterhead headquarters' address, by phone at 650.858.0507 (and 650.397.4050 fax) and by email at rbrady@matrixcg.net



Richard Brady, President
Matrix Consulting Group, Ltd

1 Scope of Services and Schedule

This section of our proposal includes a description of our approach and the specific steps to be provided in the scope of services.

1.1 Approach

We want to stress several aspects of our overall management plan for this assignment. Our intent here is to demonstrate how we will produce results that are accurate and concrete, substantive, defensible and can be implemented. These aspects include:

- **Information Gathering.** Important to the success of the project are the methods that we will use to collect, analyze, and present information to formulate findings and develop and assure acceptance of recommendations.
- **Interviews.** Interviews are a staple of our consulting approach. In this study, we will interview the appropriate individuals managing and carrying out the work in the Police and Fire Departments to understand their service needs and expectations.
- **Data Analysis and Performance Metrics.** The Matrix Consulting Group uses “best management practices” against which to assess the services provided in the City. This approach would be useful in this study to assess the current approaches to service delivery.
- **An Inclusive Stakeholder-Oriented Approach.** Stakeholder involvement is a critical component of this study. We propose to conduct individual interviews with Police and Fire Department managers and supervisors, and many line staff.
- **Project Management.** Project management techniques include defining work, schedules and budgets in advance and working closely with the City to ensure the successful implementation of our proposed project approach and maintaining the schedule. These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget.

We would prepare progress reports periodically throughout the study to report progress to date, problems or obstacles encountered, and planned project activities over the next several weeks.

1.2 Scope of Work

The City of Duncanville is seeking a comprehensive assessment of its public safety services, seeking recommendations to address the anticipated needs of a still growing and changing diverse community. This study will evaluate its police and fire current and projected staffing needs.

In today's environment, planning for future public safety needs is critical. By developing a plan, the City has control over its resource and service choices. The impacts of growth can be quantified to the benefit of the City and the community. Public safety needs are changing, community expectations are changing, and fiscal realities underscore the need to evaluate alternative service delivery approaches and forms of community support.

1.3 Task Plan

The following task plan outlines our plan to conduct the study, including each interim deliverable leading to the final report.

Task 1 | Project Kickoff and Initial Interviews

In order to conduct the study of the Duncanville Police and Fire Departments, the project team will first develop an initial understanding of the departments and their service environments, as well as seek input on existing service levels and potential issues from department managers and key stakeholders. This task, which involves significant number of interviews by the project team, allows for an opportunity to learn about the unique characteristics, programs, and services provided by the departments. This process includes the following elements:

- Interviews with the City Manager and Council in order to obtain their views on police and fire service issues and improvement opportunities.
- These initial interviews will lead to interviews of community leaders who have a public safety interest or connection.
- Interviews with the chiefs and command staffs in Police and Fire in order to obtain their views on public safety service issues and improvement opportunities, as well to confirm the goals and objectives of the study.
- Conduct a kickoff meeting with the project review committee, including a review of project objectives, approach, interim deliverables, and schedule.

- Conduct one-on-one interviews with Duncanville Police Department and Fire Department personnel in order to develop our understanding of the organization, service demands, service levels, and issues.
- Interview contacts within the departments to start the data collection process in that area and identify other key contacts within the organization.

These initial interviews will focus on determining individual attitudes toward current public safety services and organizational considerations, including the following topics:

- Adequacy of existing service levels.
- Management systems.
- Responsiveness to community priorities and other service needs.
- Resource constraints and contributing factors.
- Coverage concerns and shift scheduling issues.
- Growth prospects for the City.

The project team will also begin to collect various documents, including departmental goals, vision, and objectives statements, as well as other organizational materials and budgetary documents.

We will also initiate contact with the City's Department of Development Services to understand growth prospects and development in Duncanville.

TASK RESULT

Based on the results of these interviews and initial data collection, the project team will prepare an issues list that will provide the basis for subsequent analytical steps. The project team will also finalize the project work plan project deliverable schedule.

Task 2 | Receive Employee Input

This study is a critical component in providing a forum for the consultants to hear feedback from employees and develop constructive strategies around this feedback. Input from within the Police and Fire Department is critical to understanding issues regarding service delivery and alternatives. Additionally, their views are instrumental in helping to understand the greater context of public safety-community relations.

While many employees will be individually interviewed, the project team will develop and administer an online employee survey to obtain input on key issues directly within the scope of this study.

TASK RESULT

The project team will gather employee input to better understand their views on Police and Fire Department response and alternatives.

Task 3 | Descriptive Profiles of the Police and Fire Departments

The project team will document its initial understanding of the departments, their service levels, staffing, and service environments in descriptive profiles. The profiles will also present workload data, preliminary analysis, organizational charts, deployment schedules, and a summary of key characteristics and dynamics of the community.

A primary aim of developing the descriptive is to provide a foundation for subsequent analysis by ensuring the accuracy of our assumptions and understanding of key details.

For each department, divisions and units, the descriptive profile will detail:

- Current (filled) and authorized staffing levels by classification.
- Key responsibilities and duties for each unit, command staff, and unique role within the department, including all administrative and support units.
- Organizational structures and reporting relationships.
- Deployment structures of field services, including for suppression and patrol:
 - Detailed visualization and tables showing the current shift schedule, including personnel assigned to each, start times, and workday rotations.
 - Areas of geographic responsibility.
- For investigative units, total caseloads, a description of case management practices, and case assignment processes.
- Numbers of staff and roles for support and administrative staff (e.g., training, prevention, programs, finance, etc.).
- Document recruitment and training dedicated to staff.
- Deployment of stations and apparatus in use by the Fire Department as well as Police Department facilities.

The draft document will be reviewed with the departments and with the project steering committee, with corrections and revisions being made thereafter. This meeting will also provide an opportunity to discuss initial observations and findings, coordinate any remaining data collection needs, and discuss the next steps of the project.

This task in the study will also document crime and fire protection risks in the City and what steps are in place to mitigate these risks through community partnerships and/or the City's resource allocation.

TASK RESULT

Descriptive profiles will be detail the organization, staffing, and operations, of the departments, as well as key characteristics of the service environments. This would be reviewed with the departments and the project committee.

Task 4 | Analysis of Police Department Workloads, Staffing, and Deployments

The project team will develop a comprehensive analysis of staffing needs for every function of the department, as well as strategies achieving the best use of existing resources. While different analytical factors and processes are used to determine staffing needs for each function, the project team will examine strategies for deploying, allocating, and managing the operations of personnel around a number of key considerations:

For every function, the analysis will focus on the ability of staffing levels to achieve targeted service levels and support effective operations management, such as review of the following:

- Key workload drivers and processes for administrative and support functions.
- Are spans of control within targeted ranges for individual functions?
- Are controls for overtime usage adequate, and what are the key drivers of overtime by type (e.g., to backfill, staff special events, etc.)?

(1) Patrol Workload, Proactivity, and Staffing

Analysis of community-generated calls for service using computer aided dispatch data is central to this effort. project team will determine current service levels through the following:

- Analysis of patrol workload, including at the following levels:
 - Calls for service by hour and weekday, month, area, priority level.

- Response and travel times by priority level and call classification.
- Total spent handling calls by primary and backup units by time and area.
- Factors and assumptions for other workload factors, such as report writing.
- Patrol self-initiated activities and community engagement strategies, including:
 - Self-Initiated activities by hour and weekday.
 - Trends in types and frequency of self-initiated activities.
 - Relationship between uncommitted time and officer-generated activity.
- Determine patrol staffing needs, both overall and at the level of each patrol division and shift, based on workloads and targets for proactivity.
- Develop an understanding of the growth factors that will impact patrol.
- Analyze patrol supervisory staffing needs based on span of control and the impact of the administrative workloads handled by sergeants and ability to be in the field.
- The project team will evaluate the interactions of Patrol with investigations, specialized units, and regional assets. This will be accomplished through:
 - Evaluate how data-driven techniques support coordinating field resources.
 - Develop an assessment of how staffing in these functions compare to performance goals and objectives for meeting certain service level targets.
- Critically especially for field services, how is the community's perceptions and needs identified and prioritized?

(2) Patrol Shift Schedules and Deployment

The project team will utilize the firm's patrol resource allocation model to determine the most optimal and effective deployment of personnel, including the development of alternative shift configurations. This incorporates:

- **Net availability factors**, including leave, training, vacation, FMLA, military, sick, and other categories that result in employees not being on duty on a particular day. This is tied to all staffing calculations and stratified into different functionality categories, such as patrol officers, who have unique factors shaping their availability.
- **Unallocated (proactive) time capabilities**: The schedule must ensure that officers are optimally deployed in relation to times and days when workload is greatest, ensuring that proactive time capabilities are consistently and equitably distributed by shift.

- **Current staffing constraints and future needs:** Shift schedules must not only incorporate current limitations, but also be designed to be scalable and reflect the changing service environment, as well as adaptability to future staffing scenarios.
- **Overtime usage:** Shift schedules and minimum staffing considerations are central to the question of overtime usage, as shift schedules guide the probability that overtime must be used to backfill needed positions. As a result, the requirements for deploying staff and targets for minimizing overtime must be set to specific thresholds that feed into coverage requirement calculations from a standpoint of probability – i.e., the likelihood of there being insufficient staff available on duty on a particular day.
- **Qualitative factors** are also critical to consider in developing new deployment schedules, such as employee quality of life factors, fatigue, and other concerns. These issues drive rates of retention and the ability to attract candidates.

The analysis of shift schedules will examine opportunities to optimize the current configuration as well as the feasibility and effects of implementing alternative schedules, including the allocation of personnel by squad, watches, start times, and other factors.

(3) Call Diversion

Over time, and particularly over the past decade, more and more has been asked of law enforcement personnel. They have been asked to function as social services staff in responding to issues of homelessness, intervene in situations involving persons experiencing mental health crisis, and serve numerous other roles beyond what was expected in the past.

At the same time, service level expectations have not diminished. Perhaps more than ever, law enforcement personnel have been asked to respond to minor, non-emergency calls such as non-injury accidents, and calls that simply do not need to be law enforcement matters.

Call diversion provides an opportunity to re-imagine and reconfigure these responsibilities, allowing departments to balance workload between field patrol personnel and other types of specialized resources.

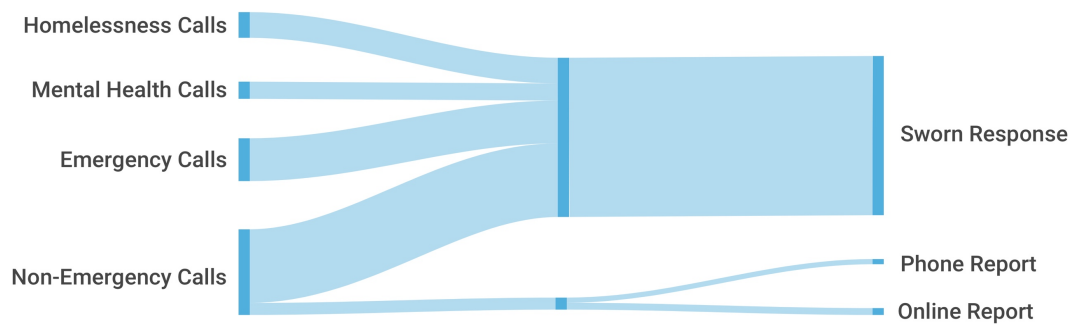
The following pages provide additional examples of the firm's approaches to analyzing calls for service, patrol proactivity/unallocated time, and alternative response concepts:

Proposal to Develop Police and Fire Department Strategic Plans

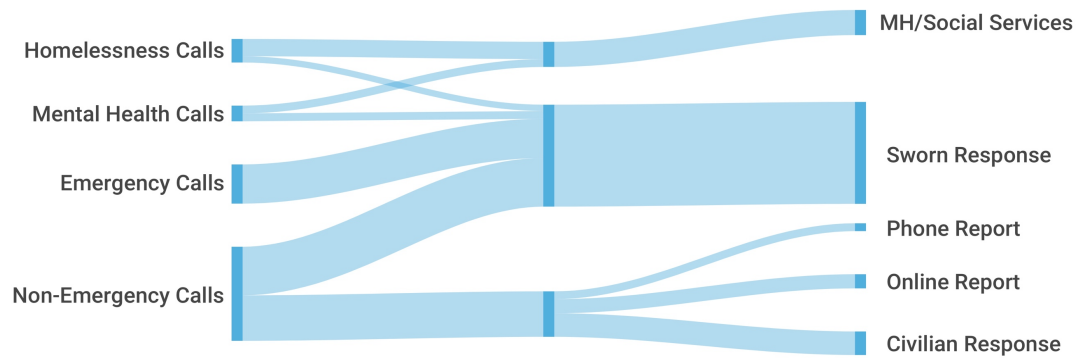
Duncanville, TX

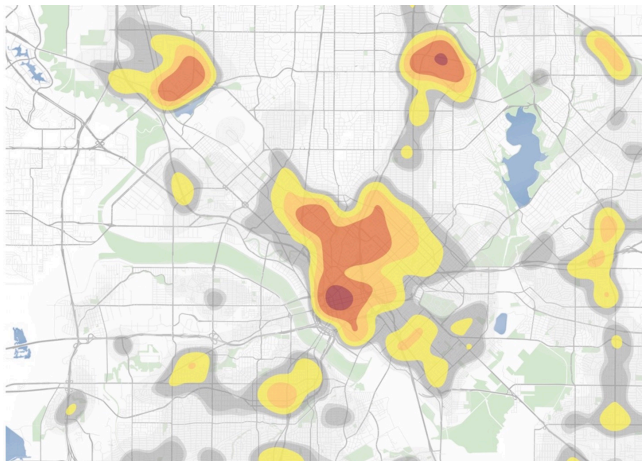
Time	# Units	S	M	T	W	Th	F	Sa	Overall
2am-6am	31 . 4	15%	59%	55%	58%	57%	46%	26%	45%
6am-10am	37 . 0	57%	47%	46%	46%	49%	47%	52%	48%
10am-2pm	38 . 9	19%	-1%	3%	5%	5%	1%	8%	6%
2pm-6pm	73 . 6	46%	38%	36%	34%	33%	37%	41%	43%
6pm-10pm	52 . 3	15%	8%	14%	10%	14%	7%	17%	16%
10pm-2am	53 . 6	8%	35%	29%	37%	34%	28%	9%	35%
Overall	47 . 8	32%	33%	33%	34%	34%	30%	30%	32%

Before Implementing Call Diversion Approaches

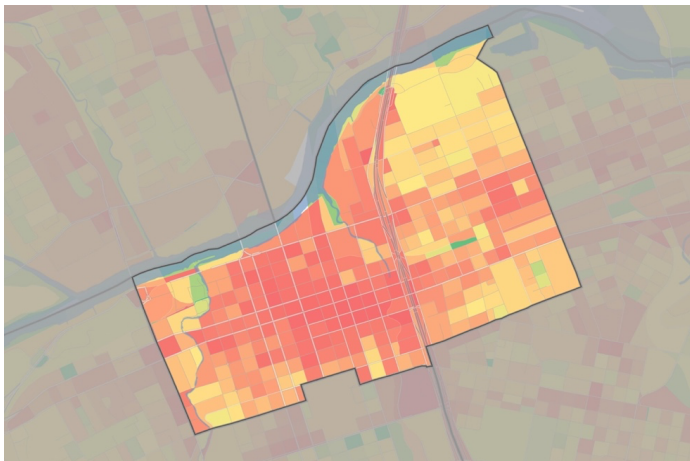


After Implementing Call Diversion Approaches

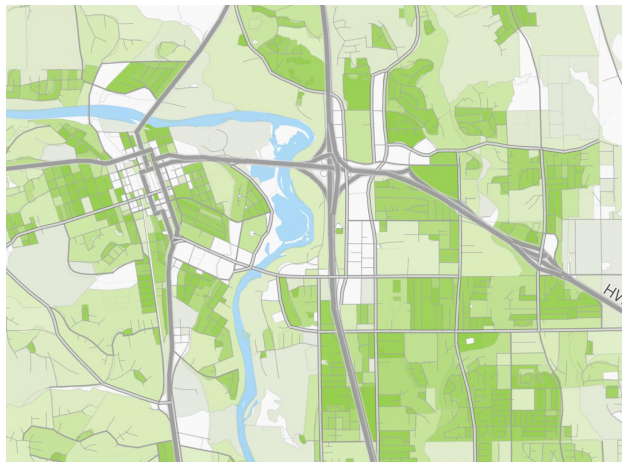




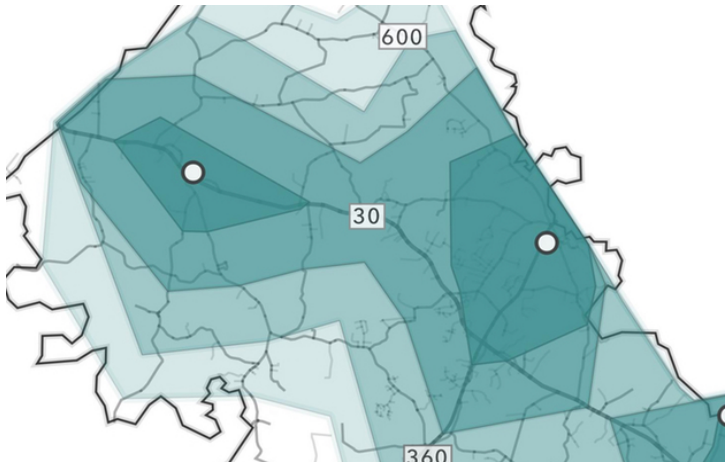
Identification of call hotspots to determine emerging service needs



Block-by-block analysis of patrol resource needs



Analysis of population density throughout the jurisdiction



Response time analysis for emergency incidents

(4) Investigations

The analysis of investigations workload and staffing needs incorporates input received from the interviews conducted with supervisors and line level detectives, comprehensive collection of data to examine caseloads and associated workloads, as well as a review of participation in specialized regional task forces. Through this process, the project team will develop an analysis of staffing needs for all investigative functions, including:

- Case assignment and screening.
- Management of versus inactive cases.
- Average workloads by detective in each investigative unit.
- Coordination with patrol and records.
- Average time from initial report, assignment of the case, and start of work.
- Solvability factors and work priority management.
- Division of case types by unit – are investigations too generalized or specialized given workloads, service levels, and investigative outcomes?

(5) Other Functional Areas and Organizational Structure

In **records and support services**, the analysis will focus on hours of coverage, scheduling, and technology.

In **recruitment and training**, how does the APD identify strong candidates to reflect not only technical abilities but also ethical and engagement needs with the community?

How does academy and in service training in reinforce skills and community needs? Initial and ongoing training of sworn and civilian personnel will be evaluated, including facilities.

In functions such as **animal services**, the relationship between coverage and workloads is critical, including desired levels of proactivity.

The **organizational structure** will also be examined from the perspectives of:

- Gaps and duplication in responsibility
- Rank structure
- Spans of control
- Functional alignments
- Opportunities to civilianize administrative functions or their supervision.

TASK RESULT

The project team will develop an interim deliverable report that provides a comprehensive analysis of the workload and staffing in each unit in the Police Department. This will be reviewed with the Police Department and project committee.

Task 5 | Analysis of Fire Department Workloads, Staffing, and Deployments

The project team will develop a comprehensive analysis of staffing needs for every function of the Fire Department, as well as strategies achieving the best use of existing resources. While different analytical factors and processes are used to determine staffing needs for each function, the project team will examine strategies for deploying, allocating, and managing the operations of personnel.

For every function, the analysis will focus on the ability of staffing levels to achieve targeted service levels and support effective operations management, such as review of:

- Key workload drivers and processes for administrative and support functions.
- Are spans of control within targeted ranges for individual functions?
- Are controls for overtime usage adequate, and what are the key drivers of overtime by type (e.g., to backfill, staff special events, etc.)?

(1) Assessment of Fire Stations and Apparatus

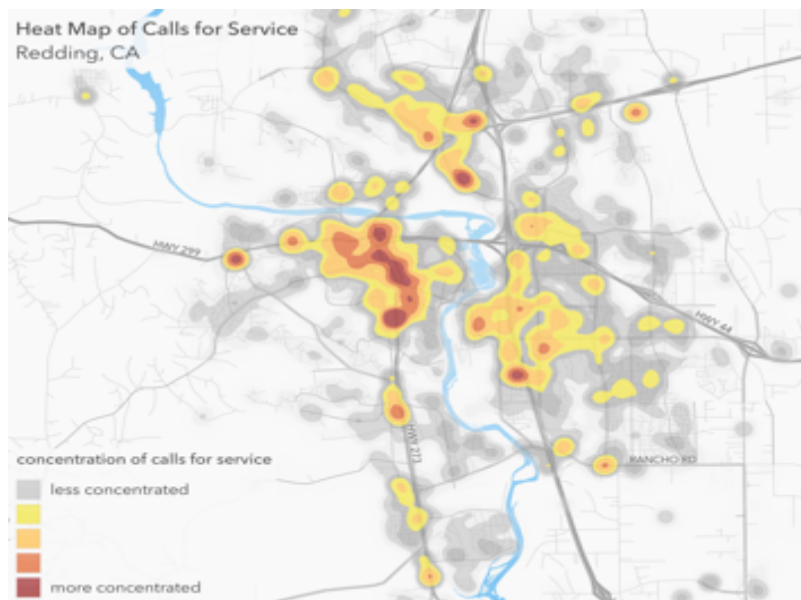
The existing stations will be toured to ensure they provides an appropriate and safe location for employees to work and operate from. The project team will tour the facility utilized by the Fire Department to review the following:

- **Complete a detailed facilities inventory.** We will meet with facility management personnel to review maintenance histories for the two fire stations.
- **Conduct a functional analysis of the station.** We will tour the fire stations to analyze the building condition, efficiency, square footage, and adjacencies. We will identify underutilized and crowded spaces/conditions. What is the access/egress from the facility? Can it accommodate other amenities? Are there immediate maintenance or improvements needed? Is there proper ingress and egress at the facility? What is the long-term projection for the station life cycle?
- **Apparatus Assessment.** During the station tours an assessment of the apparatus housed at the station to ensure it meets the current and projected needs of the response area will be conducted with the age, condition and serviceability of the

apparatus documented. This will allow the development of an appropriate apparatus replacement schedule during the development of the study.

(2) Analysis of Responses

The project team will evaluate the workloads of the AFD and how it relates to risks. The first step will be a demand study that will analyze and geographically display the current service demand by incident type and temporal variation.



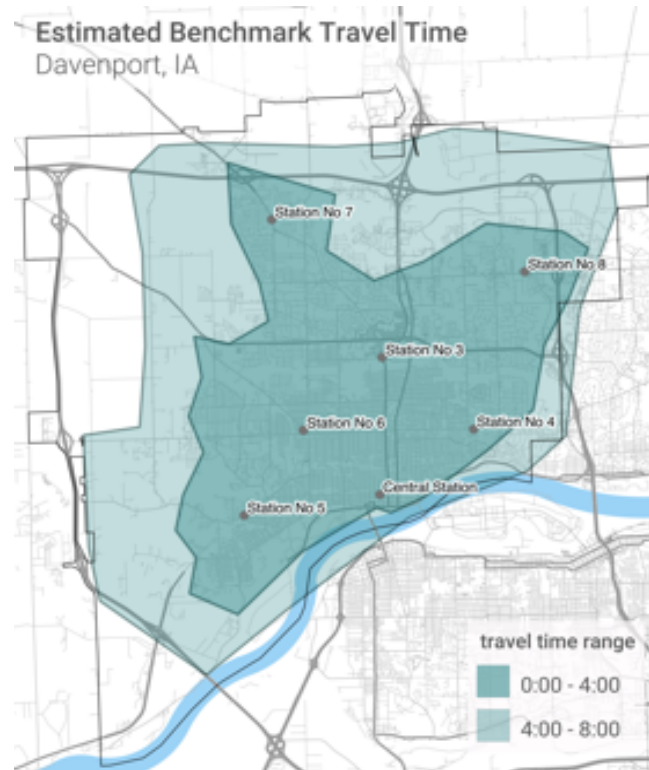
We will develop a matrix for the common and predictable risk types and corresponding staffing, resource needs and time standards to mitigate these types of emergencies. This will allow comparison of the current deployment capabilities against community risks, call demand and community expectations. A summary of the current available resources and how they correspond to the community risk profile will be developed.

At the same time, we will evaluate the current facility and apparatus deployment strategy, analyzed through GIS software, with identification of service gaps and redundancies in initial unit arrival.

The project team will then review and evaluate responses in areas specifically involved in, or affecting, service levels and performance. Key areas to be reviewed will include:

- Analysis of response time capability to achieve a full effective response force

- Analysis of company and staff distribution as it relates to the assembly of an effective response force.



- Analysis of current workloads, including unit hour utilization of individual companies
- Analysis of call concurrency and the impact on the ability to assemble an effective response force an impact on resource exhaustion, including reflex and travel times
- Review of current automatic and mutual aid documents to determine the ability of outside agencies to assist in the delivery of emergency services and development of an effective response force
- Development of an optimal station placement and staffing plan to address current needs and future planned growth.

This task will be focused on evaluating the staffing and deployment of personnel associated with emergency service delivery. This evaluation will focus on the following types of issues:

- How is leave managed to minimize the impacts of overtime?
- What are the utilization rates of suppression and EMS personnel? Are there opportunities to increase their utilization in non-emergency activities?
- Does the Fire Department track and manage key personnel indicators such as use of sick leave, workers compensation, etc.?
- Are there issues with utilization and results of special assignments in the Department?

(3) Fire Prevention Services

Through interviews with Department staff, analysis of existing codes and ordinances and discussion with Planning and Zoning representatives in the City, we will gain a full understanding of the current approach to providing fire prevention related services. This will include:

- Understanding the organization and responsibilities of fire prevention services to include staff time allocation and assigned responsibilities for plan reviews, inspections, public education, and other fire prevention activities.
- How are development services coordinated in the City?
- What are the requirements for built in fire protection in the City?
- How are fire suppression and EMS personnel used to assist in fire prevention efforts?
- How does fire prevention fit into the overall City risk management programs?
- How are fire investigations handled in the City?

(4) Internal Support Services

This task will examine the various management roles and support services of the Fire Department to include training, fitness and wellness and administrative support. This information will provide a base to assess issues associated with:

- Recruitment, hiring and retention practices to attract and keep a quality workforce
- Initial and ongoing training of sworn and civilian personnel including facilities
- Career development plans and how personnel are prepared for promotion
- Roles of administrative personnel (e.g., finance, human resources, IT).

- Roles of civilian personnel and opportunities to improve the use of civilians
- Evaluation of Emergency Management practices including how plans are reviewed, updated and trained on regularly?

TASK RESULT

The project team will develop an interim deliverable report that provides a comprehensive analysis of the workload and staffing needs of each unit in the Fire Department. This will be reviewed with the Fire Department and project committee.

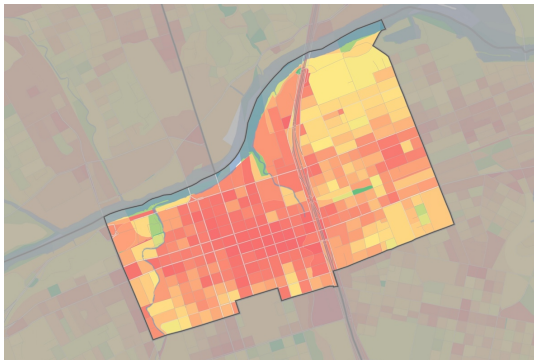
Task 6 | Projection of Police and Fire Department Service Demands and Personnel Resource Needs.

The unique factors of a community shape the service environment that public safety personnel operate in, and as a result, there is not a one-size-fits-all approach to identifying strategic planning.

The modeling system we have developed to determine the impacts of development and growth on fire service demands is the combined product of using advanced technical capabilities and our experience in working with local government clients.

Key aspects of the model employed to create an accurate and defensive model for planning service and personnel needs while factoring future demands created by growth and urban expansion. These will include the following:

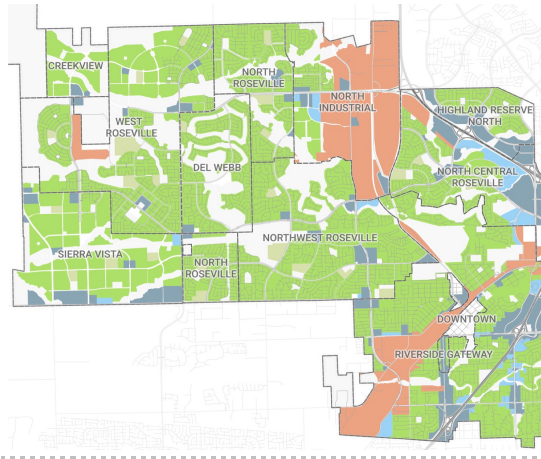
Illustrative Factors Considered to Project Future Staffing Needs



Geographic Analysis of Service Needs

In order to model the effects of the anticipated development project in Duncanville, it is critical to understand the rates at which existing and similar developments generate workloads and other public safety service needs.

Our analysis will utilize a GIS-centered approach to examine geospatial trends in service demand.

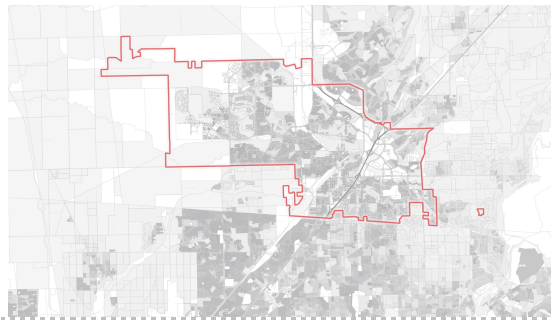


Land Use and Redevelopment

Different types of residential, commercial, and industrial zoning spaces have unique impacts on public safety service needs.

We will meet with Duncanville's Planning and Zoning staff to understand how land is used currently, as well as the configurations of the anticipated development project, in order to accurately model how these needs will evolve.

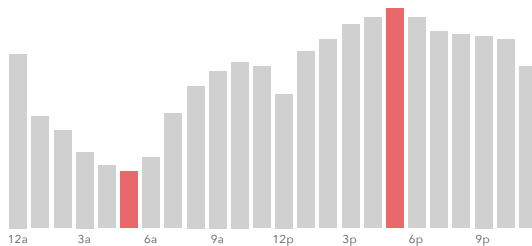
The data collected from Planning and other resources will form the basis of our GIS model of how fire service needs will evolve over the projection timeframe.



Regional Interactions

Understanding the context of the community within its surrounding region is essential to forecasting its planning needs.

This includes developing an understanding of factors such as the daytime working population and effects on field resource demands in the mixed-use environment of this proposed project.



Workload-Based Projections

Rather than base projections for future staffing needs on a simple ratio such as officers per capita, our analysis builds staffing needs from how workload is changes – whether driven by calls for service, inspection workload, or reports and administrative workloads for other staff.

Data collected for the analysis of projected service and personnel needs includes the following:

- CAD data (up to the past three years if current CAD system has been in place for that timeframe).
- Supporting information for CAD analysis (e.g., unit code and incident type lists, incident report totals).

- Planning and land use GIS shapefiles (preferably including information such as commercial space, housing unit counts, and other key target hazard data)
- Information on planned developments, including expected timeframes for completion when possible

The project team will collect other publicly available data used for the analysis, such as current and proposed road networks, census data, and geographical features.

The results of the service need and staffing projections will be developed into an interim deliverable that provides comprehensive projections for service and staffing needs for every fire department function to meet current services and provide services to the City and contract entities. The projections will be provided at multiple timeframes in order to provide for a more accurate planning process.

TASK RESULT

The analysis will result in an interim deliverable that comprehensively projects public safety service and staffing needs related to the planned development for each function in the Police and Fire Departments. The project team will review the draft deliverable with the steering committee on site and make revisions as needed.

Task 7 | Final Report

Following the gap analysis, the project team will develop the draft final report. The report includes a comprehensive analysis of all items in the scope of work, along with timelines, impacts, and targets for implementing changes. It is comprised of the following:

- An [executive summary](#), which includes an overview of the process used to conduct the study, key results, and a comprehensive list of all recommendations made in the report.
- [Analysis of staffing](#) resources, operations, and deployment for all Police and Fire Department functions, which includes:
 - Analysis of current police and fire field workloads and staffing needs.
 - Shift configuration and assignment optimization and alternatives.
 - Deployment and staffing needs for specialized resources.
 - Investigative workloads, specialization, and case management practices.
 - Prevention and training opportunities for improvement.
 - Administrative staffing and functionality.

- **Analysis of projected staffing** on a position by position basis for a 20 year planning period. The staffing analysis will be tied to analysis and projections of facility needs for both departments
- Implementation plans for each recommendation.

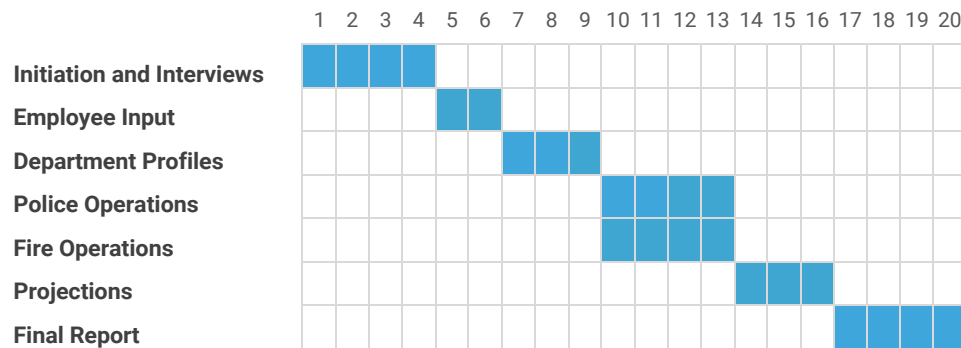
Following completion of the draft final report, the document will be reviewed with the project steering committee, and revisions will be made thereafter. Upon finalization of the report, the project team will be available to present the results of the study to the Duncanville City Council.

TASK RESULT

The project team will complete a draft report, which will be reviewed with the project steering committee. After revisions and any modifications have been made, the project team will be available as to present the final report to the Council.

1.4 Proposed Project Schedule

The following presents our proposed timeline to complete the study on a week-by-week basis for a projected 5-month duration from project initiation to completion of the draft report.



2 Experience of the Firm and Project Team

This section of our proposal provides a brief introduction describing our firm's organization and services.

2.1 Introduction to the Matrix Consulting Group

Founded in 2003, the Matrix Consulting Group was formed by senior government consultants who created it to provide the depth of analysis needed to help our clients solve problems and prepare for the future. Our only business focus is the provision of organization and management analytical services to local government. Since being founded 21 years ago we have served our clients in over 1,700 consulting projects providing support to the efficiency of operations and better plan for the future.

We provide a wide range of service to our local government clients – including management, staffing and operations audits, feasibility studies, and cost of service studies for every local government service area. However, as later sections demonstrate, public safety is our largest service area.

Our firm is incorporated in California and has two offices there; we are also registered as a foreign corporation in Texas. As a national firm, we also have offices in the Dallas Metroplex, Portland (OR), Southern Illinois, Tampa / Fort Myers (FL), and Charlotte / Raleigh (NC). We also have an office in Nova Scotia, Canada. We currently have 27 full-time and 7 part-time staff.

2.2 Law Enforcement Consulting

While we provide a variety of services to local government our most significant service area is public safety. The Matrix Consulting Group project team has conducted studies of more than 400 law enforcement agencies in Texas and throughout the United States and in Canada. Our services in police consulting are varied and include:

- Community-centered policing.
- Staffing, deployment and scheduling.
- Organization and management of services.
- Strategic, resource and management planning.

The following examples of recent work shows the diversity of our police study client base in Texas alone:

Austin, TX	Denton, TX	Lewisville, TX
Buda, TX	Fair Oaks Ranch, TX	San Antonio, TX
Boerne, TX	Fort Worth, TX	Sunnyvale, TX
Burleson, TX	Glenn Heights, TX	Texas City, TX
Cedar Hill, TX	Kyle, TX	Travis County, TX

In addition, we are currently working with Addison and Cedar Park, TX and Broken Arrow, OK on staffing and strategic planning studies.

2.3 Fire and EMS Consulting

The Matrix Consulting Group project team has conducted studies of more than 400 fire and emergency medical service agencies in the region and throughout the United States and in Canada. Our services in police consulting are varied and include:

- Fire service staffing and deployment studies.
- Master planning and strategic planning.
- Standard of cover studies.
- Feasibility assessments.

We have worked extensively to provide a wide range of services to fire agencies across the country. The following table provides a partial list of recent fire studies:

Aspen, CO	Dinuba, CA	Sandwich, MA
Bellingham, WA	Dixon, CA	Sebastopol, CA
Berlin, NH	Grants Pass, OR	Valley Center, KS
Big Bear, CA	Gresham, OR	Westport, CT
Desoto, TX	Los Banos, CA	Yarmouth, MA

In addition, we are currently working with Addison, Cedar Park, Georgetown, and Round Rock, TX on staffing and strategic planning studies.

2.4 Project Team

We are assigning a very experienced project team to conduct this study. The following points provide brief synopses of who our team members are, followed by detailed resumes.

- **Richard Brady**, the President of Matrix Consulting Group, with 40 years of police analytical experience, I would manage the project and be involved in all phases of its conduct.
- **Ian Brady**, a Vice President with Matrix Consulting Group, with 11 years of experience in law enforcement consulting; his expertise lies in creating deployments and statistical models.
- **Robert Finn**, a Senior Manager with Matrix Consulting Group, with 25 years of experience in public safety (Southlake, TX) and 12 years of consulting experience leading our fire practice.
- **Devon Clunis**, a Director with Matrix Consulting Group, with over 30 years of experience as a consultant and transformational chief in Winnipeg (MB) and Ontario's Policing Inspectorate.
- **John Scruggs**, a Manager with Matrix Consulting Group, with over 26 years of law enforcement experience and over 6 as a police consultant. He co-authored legislation on body cameras.
- **Terry Lewis**, a Senior Consultant with Matrix Consulting Group, with 26 years of experience in the fire service and 5 as a fire consultant.
- **Tim Donohoe**, a Senior Consultant with Matrix Consulting Group, with over 25 years of police experience and recent consulting experience, including internationally.
- **Philip Berry**, a Senior Consultant with Matrix Consulting Group, with over 6 years of experience serving as an analyst for law enforcement and criminal justice agencies.
- **Nick Heuert**, a Senior Consultant with Matrix Consulting Group, with over 6 years of experience service as a police officer across a variety of law enforcement functions.
- **Ryan Peterson**, a Consultant with Matrix Consulting Group, specializes in GIS capabilities and has over five years of experience in conducting geospatial analysis for local government.

It needs to be stressed that this team of police and fire consultants are all staff of the Matrix Consulting Group. Our team does not include subcontractors. Staffing a project in this way has a positive impact on quality, depth, and consistency of our work.

RICHARD BRADY

PRESIDENT, MATRIX CONSULTING GROUP

Richard Brady founded Matrix Consulting Group in 2002 and our Canadian firm, MCG Consulting Solutions in 2017. He leads our Public Safety Practice which includes law enforcement and justice studies. He has served as the Project Manager or Lead Analyst on hundreds of public safety studies in his 40-year career. His subject matter expertise includes staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

Experience Highlights

Austin, TX: Richard led a consulting team to assist the APD recreate its approach to community policing to involve everyone, not just those with specialty assignments. While the study supported the addition of staff, the study also found that there were significant opportunities to support community policing in leadership, policies, recruitment, training, supervision, and use of data.

Columbus, OH: Richard led this recent project that identified the need for new positions, but more importantly, identified a number of areas which would improve the quality of service and integrity, including:

- Steps to improve upon building trust in the community.
 - Changes to use of force policies and biased policing.
 - Increase training on de-escalation and procedural justice.
 - Increase the use of civilians in the field and in administration.
- There was a 'disconnect' between the policies and management.

Ossining, NY: Richard led this just-completed engagement evaluating opportunities to reform policing consistent with 21st Century Policing concepts. Key recommendations included:

- Improve the functioning, transparency and objectivity of the Citizen / Police Complaint Review Board.
- Work with other agencies to create a mental health response unit.
- Expand training in the areas of racism, bias, de-escalation.

Role on This Engagement:

Richard will serve as an overall project executive and advisor. He will be involved in all project stages, including interviews and review meetings. He will lead product design and quality control.

Relevant Clients:

MB Winnipeg
ON Kawartha Lakes
AB Edmonton
AZ Phoenix
CA Los Angeles
CA San Francisco
CO Aurora
IA Davenport
TX Austin
TX Fort Worth
MO Kansas City
OH Columbus
OR Portland
NY Ossining
NY Albany
VA East Greenwich
NC Raleigh
NC Asheville
WA Tacoma
WI Glendale
WI Oshkosh

Years of Consulting: 40

Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

Notable Accomplishments:

Ohio Commission on Juvenile Justice

Massachusetts Governor's Committee on Local Government

Professional Association:

Association of Local Government Auditors
International City-County Management Association

IAN BRADY

VICE PRESIDENT, MATRIX CONSULTING GROUP

Ian Brady is a Vice President with Matrix Consulting Group in our Police Services Practice. He leads our data analytics unit and has over 10 years of consulting experience. Specializing in public safety, he works on all of our police, fire, corrections, and emergency communications studies.

Mr. Brady is the lead developer on all of our statistical modeling and data analytics efforts, and has created standalone models in support of our studies' analytical efforts, including for:

- New agency formation feasibility, financial and service delivery (For nine municipalities in Riverside County, CA).
- Growth forecasting using GIS-based projections for population, service needs, and staffing requirements.
- Comprehensive workload and staffing analytics.
- Interactive scheduling configuration, forecasting effects on service levels and overtime usage.

Experience Highlights

Los Angeles, CA: LAPD Basic Car Area Boundary Study

- Led a comprehensive staffing study of LAPD field services.
- Recreated the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

San Francisco, CA: Police Department Staffing Analysis

- Lead analyst on a comprehensive staffing study of the department.
- The project was designed to create defensible methodologies for determining the staffing needs of all 600+ assignments in the department based on service needs and other factors. These methodologies were then used to recommend appropriate staffing levels in every position.
- Developed and designed an interactive analytical tool for SFPD to use in the future to recreate the analysis in its entirety.

Role on This Engagement:

Ian will serve as the lead analyst on the police project, especially in field services and development of the projection model..

Relevant Clients:

AZ	Peoria
AL	Birmingham
CA	Berkeley
CA	Los Angeles
CA	Roseville
CA	Sacramento
CA	San Francisco
CA	San Jose
CO	Adams County
FL	Miami Beach
FL	Orange County
GA	DeKalb County
HI	Kauai County
IL	Lansing
IL	Rockford
KS	Wichita
MB	Winnipeg
MD	Harford County
MD	Howard County
MN	Hennepin County
MO	Columbia
MO	Kansas City
OK	Midwest City
NC	Raleigh
NJ	Mahwah
NM	Rio Rancho
NY	Newburgh
OH	Columbus
OR	Portland
PA	Carlisle
TX	Austin
TX	Fort Worth
TX	Travis County
VA	Suffolk
WA	Tacoma
WI	Oshkosh

Years of Experience: 10

Education:

BS in Politics, Willamette University.

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

Robert Finn is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert's relevant experience includes serving the Town of Southlake, Texas for 25 years in the following roles:

- Chief of Police (2008 to 2011)
- Chief of Fire Services (2004 to 2008)
- Lieutenant of Professional Standards (1999 to 2004)
- Lieutenant of Training (1995 to 1999) – Level II Instructor
- Coordinator of Emergency Medical Services (1993 to 1995)
- Firefighter / Driver / Paramedic (1987 to 1993)

Experience Highlights

Billerica, MA: Robert was the lead analyst on this project aimed at an assessment of the Fire Department. Key findings/ achievements of the project:

- Increasing minimum staffing on engine companies to 3 personnel.
- Relocation of a station to improve response times and reduce risk of flooding.
- Elimination of a redundant Captain position.

Westport, CT: Robert was the lead analyst on this study develop a strategic plan for the Fire Department. Key findings/achievements include:

- Changes to the deployment model to improve services.
- Improvements to the record keeping and data reporting systems
- Relocating Fire Prevention to centralize the service in the Town.
- Implementing electronic inspection and plan review processes.

Role on This Engagement: Robert will be the lead analyst on the fire portion of this project.

Relevant Clients:

AK	Anchorage
CA	Big Bear
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CO	Mesa County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
GA	DeKalb County
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
MI	Sterling Heights
NC	Raleigh
NY	Bedford
NY	New Rochelle
OH	Cleveland
TX	Possum Kingdom
TX	San Antonio
WA	Bellingham
WI	Oshkosh

Years of Experience: 30

Education:

MBA, and BS, Public Safety Administration, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

DEVON CLUNIS

DIRECTOR, MATRIX CONSULTING GROUP

Devon Clunis served as Chief of Police of the Winnipeg Police Service and was the first Black police chief in Canada. He is a highly regarded policing professional, with 35 years of combined policing and consulting experience. He is recognized internationally as a thought leader in advancing policing excellence through a collaborative, community-centered approach.

Mr. Clunis served 29 years with The Winnipeg Police Service in Manitoba, Canada, retiring as Chief of Police in 2016. Most recently, he undertook the role of Inspector General of Policing in Ontario, overseeing the establishment of The Inspectorate of Policing in Canada's largest province, overseeing 45 police agencies and their corresponding Civilian Police Boards.

Experience Highlights

Province of Ontario: Provided strategic oversight of the establishment of the Inspectorate of Policing, ensuring critical collaborative input from relevant stakeholders, including the public, Police Services, Police Boards, Police Unions, and various other bodies within the Justice System framework. Oversaw all aspects of Vision, Mission, and Guiding Principles formation. Established policies, procedures, and SOP guidelines. Led the hiring of staff and created a people-centered, community-focused, continuous pursuit of excellence operational framework. Oversaw the creation of the implementation and operational, strategic plans to guide the establishment and future operations of the Inspectorate.

City of Winnipeg: Served as Chief of Police and led overarching institutional change. Facilitated the creation of five-year transformational strategic and business plans to lead the organization from 2015 to 2019. Worked with police and the community to develop a collaborative approach to community safety and well-being, resulting in a critical shift in police and community relationships.

Role in This Engagement:

Chief Clunis will utilize his extensive experience in engaging stakeholders to build strategies, focusing particularly on organizational culture and community engagement.

Relevant Clients:

CA Los Angeles
OH Columbus
MO Kansas City
AZ San Carlos
PA Macungie
WI Madison

AB Edmonton
MB Winkler
MB Modren
ON Kawartha Lakes

Years of Consulting Experience: 35

Years of Government Experience: 29

Education:

Law degree from Quebec City's *Université Laval*.

Political science / economics degree from Montreal's McGill University.

JOHN SCRUGGS

MANAGER, MCG CONSULTING SOLUTIONS and MATRIX CONSULTING GROUP

John Scruggs is a manager / analyst on law enforcement, public safety, and criminal justice engagements.

John's relevant experience include:

- Completed over 50 studies for law enforcement, public safety, and criminal justice clients.
- Analysis focuses on operational and staffing review, workload analysis, net annual work hour determination, and alternative scheduling analysis.
- Expertise also includes the evaluation of administrative, dispatch, investigations, patrol, records, and property and evidence functions.
- Retired Captain with 26 years of Law Enforcement Experience.

Experience Highlights

Kansas City, MO: This study evaluated the staffing needs of the Police Department. Key findings included:

- Opportunity for greater fiscal savings by transitioning 30 positions from sworn to civilian staff, primarily in administrative areas (e.g., finance, records, fleet maintenance, security, IT, and HR).
- Identified the need for additional positions related to open record requests, reviewing BWC footage, and packaging of officer videos for judicial proceedings.
- Provided insight into alternative organizational structures and span of control in administrative functions.
- Conducting workload analysis to determine staffing needs for non-patrol and investigative units.

Kawartha Lakes, Ontario: John served as the lead analyst of the on this engagement which reviewed the current staffing and developed staffing projections for a facilities study. Key recommendations included:

- Identified two patrol positions needed in the next 4 years and six positions over the next 20 years to better meet adopted proactive policing thresholds.
- Identified a shortage of detectives assigned to investigate crimes committed at the Central East Correctional Center.
- Identified an alternative fixed post staffing plan for the jail and a revised shift schedule to increase supervision in the jail.

Role on This Engagement:

He will be an analyst on the project, focusing on police investigations.

Relevant Clients:

AL	Gulf Shores
AZ	Buckeye
CA	Los Angeles
CA	San Jose
CA	Santa Clara
FL	St. Cloud
KS	Kansas City
KS	Wyandotte County
MA	Yarmouth
MN	Hennepin County
MO	Kansas City
OR	Tigard
PA	Lower Saucon
PA	Narberth
PA	Upper Macungie
NC	Waxhaw
NC	Raleigh
TX	Denton
TX	Fort Worth
TX	Glen Heights
TX	Lewisville
TX	Sunnyvale
WA	Monroe
WA	Tacoma
WI	Dodge County

TERRY LEWIS

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Terry Lewis has over 30 years of fire service and consulting experience. He previously served as the Chief of the Henderson (KY) Fire Department. Terry has a strong educational background coupled with a successful track record of leading an agency of 60 personnel in a community with 30,000 residents. Terry brings a wealth of knowledge and experience evaluating the staffing and operational needs of fire and EMS operations.

Terry's relevant experience includes serving the City of Henderson, Kentucky as Fire Chief for 10 years. He began his career with the Loveland-Symmes (OH) Fire Department where he advanced through the ranks until being appointed as Chief of Henderson. He has experience in the following areas:

- Administration
- Fire Prevention
- Financial Management
- Operations
- Hazardous Materials

Experience Highlights

Yarmouth, MA: Terry was a technical analyst on this project aimed at an assessment of internal and shared service improvement opportunities. Key findings/ achievements of the project:

- Identification of consolidation opportunities in Emergency Communication Services.
- Staffing requirements for a peak hour EMS unit.
- Development of service requirements, staffing needs, and costs of operating a during winter and peak summer months.

Oshkosh, WI: Terry was a technical analyst on this study to look at the staffing, operations and deployment of the fire department. Key findings/achievements include:

- Centralizing fleet and facility maintenance in the City.
- Discontinuing the interfacility EMS transfer program.
- Reorganization to improve reporting relationships in the Department.
- Deployment changes to improve gaps in coverage in the City.

Role on This Engagement:

Terry will be a technical expert for fire operations.

Relevant Clients:

CA Atherton
 CA Big Bear
 CA Butte County
 CA Dixon
 CA Huntington Beach
 CA Mercer County
 CA Monterey
 CA Placer County
 CO Steamboat Springs
 CT Greenwich
 CT Westport
 FL Coconut Creek
 GA DeKalb County
 IA Davenport
 MA Billerica
 MA Boston
 MA Chelsea
 MI Sterling Heights
 NC Raleigh
 NH Berlin
 NY New Rochelle
 OH Cleveland
 OR Estacada
 TX San Antonio
 WA Redmond
 WI Oshkosh

Years of Experience: 30+

Education:

BS Fire Technology, AS Accounting, University of Cincinnati

Professional Association:

National Fire Protection Association (NFPA)
 International Association of Fire Chiefs (IAFC)
 Center for Public Safety Excellence (CPSE)

AARON BAGGARLY, AICP**SENIOR MANAGER, MATRIX CONSULTING GROUP**

Aaron Baggarly is our lead analyst/facility planner on facility assessment, programming, space needs assessment, and master planning engagements.

Aaron's relevant experience include:

- Completed over 70 facility studies for all government facilities with an emphasis on public safety and criminal justice facilities.
- Conducted facility condition assessments, space allocation review, architectural space programs, and space projections.
- Develop facility master plans that address current and future spatial needs with a combination of new construction, adaptive reuse, and analysis for centralized and decentralized operations.
- Studies results in determining facility needs based on user's operational approaches.
- Over 200 staffing and operational studies for all local government operational areas.

Experience Highlights

Stafford County, VA: Aaron served as the facility assessor on this engagement which include assessment of 15 fire and rescue stations in the County. Key findings included:

- Several stations included several operational deficiencies such as a lack of drive through bays, proper vehicle exhaust systems, separate sleeping quarters, backup generators, etc.
- Assessed the facility mechanical systems, building exterior and interior, and site accessibility and security.
- Identified opportunities for consolidation of three volunteer and career stations to reduce future operational and capital cost.

Hennepin County, MN: Aaron was the lead staffing and facility analyst to evaluate the Sheriff's Office Enforcement Services Division. Key findings and recommendations included:

- Completed a comprehensive staffing analysis to meet current and projected workload.
- Completed an architectural space program that outlined individual space needs for patrol, SWAT, crime lab, and training functions.
- Evaluated the space needs for a new firearms range and training facility.
- Developed options to address several scenarios for the potential inclusion of other Sheriff's Office units in a new facility.

Role on This Engagement: Aaron will serve as a facility issues.

Relevant Clients:

AL	Gulf Shores
AZ	Buckeye
CA	Bakersfield
IA	Davenport
KS	Valley Center
KS	Wyandotte County
MN	Hennepin County
NC	Durham
NC	Wake County
ND	Red River Dispatch
NE	Fremont
NY	New Rochelle
SC	Oconee County
SC	Richland County
TX	Buda
TX	Burleson
TX	DeSoto
TX	Hays County
TX	Kyle
TX	Lewisville
TX	Prosper
TX	San Marcos
TX	Travis County
UT	Grand County
WA	Redmond

Years of Experience: 16

Education:

BS, Appalachian State University, Community and Regional Planning, Minor in GIS.

Professional Association:

American Institute of Certified Planners (AICP)
American Planning Association

TIM DONOHOE

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Tim Donohoe is a 26-year law enforcement veteran with 16 years of command leadership experience with the Reno, Nevada Police Department. Tim has served as the Mission Advisor for the United States Department of Justice's International Criminal Investigative Assistance Program in the Republic of Armenia and as a Senior Law Enforcement Advisor in Ukraine. He has extensive specialized experience in international police reform, police hiring practices, internal affairs, police use of force, and police training. He is an Adjunct Professor at the University of Nevada, Reno, and is a veteran of the United States Marine Corps.

Experience Highlights

Tim most recently worked for the United States Department of Justice's International Criminal Investigative Assistance Program in the Republic of Armenia. As the Mission Advisor, he worked closely with officials in developing the country's new national patrol police force.

- Patrol police admission standards and hiring procedures
- Institutional procedures and instruction
- Training requirements and standards
- Police Training Officer (PTO) Program
- Civilian oversight.

Tim served with the Reno, Nevada Police Department for 25 years and has experience in both police operations and administration. He is a graduate of the Police Executive Research Forum's Senior Management Institute for Policing and is a National Institute of Justice, Law Enforcement Advancing Data and Science Scholar.

- Operations Division Commander
- Internal Affairs Section Lieutenant
- Training Section Lieutenant
- Recruitment, Hiring, and Backgrounds Section Lieutenant
- Patrol Lieutenant
- Regional Repeat Offender Program Sergeant
- Regional Street Crimes Unit Sergeant
- Regional Police Academy Sergeant
- Internal Affairs Investigator
- K9 Unit Sergeant
- Patrol Team Sergeant
- Regional Street Crimes Unit Detective
- Backgrounds Investigations Detective

Role on This Engagement:

Tim will serve as a lead analyst on police operations support services.

Relevant Clients:

CA Richmond
CA Signal Hill
ID Duncanville
NY Monroe County
TX Cedar Hill
VA Virginia Beach
WI Milwaukee

Education:

MA, University of Colorado, Denver

BS, Portland (OR) State University

Professional Association:

International Association of Chiefs of Police (IACP)

Police Executive Research Forum (PERF)

American Society of Evidence Based Policing (ASEBP)

PHILIP BERRY

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Philip Berry serves in a senior consultant capacity alongside management to provide in depth analysis of relevant topics, as well as providing theoretical background knowledge of criminological principles and spatiotemporal analytics.

Prior to joining Matrix, Philip spent time as a research analyst with the Virginia Criminal Sentencing Commission in Richmond, VA. Philip has also spent time at academic institutions as an instructor throughout the east coast throughout the duration of his graduate-level coursework.

Experience Highlights

Virginia Criminal Sentencing Commission: Led research analyses surrounding the sentencing practices of judges throughout the Commonwealth. Analyses surrounded the effect of changing legislation on prison bed capacity in the state.

Cedar Hill, TX: Led MCG project staff regarding patrol resource analysis, internal employee survey methodologies, and external community survey completion.

Duncanville, ID: Coordinated all survey methodologies with regards to both internal employee surveys and external comparative surveys, leading to gap analyses to strengthen practices of APD.

Madison, WI: Philip served as a part of the Strategic Plan team to develop a holistic and bifurcated Strategic Plan for the Madison Police Department.

Role on This Engagement:

Philip will lead the analysis of police administrative support functions.

Relevant Clients:

ID	Duncanville
WI	Madison
NY	Monroe County
AZ	Phoenix
VA	Virginia Beach
TX	Cedar Hill
FL	Hallandale Beach
CA	Signal Hill

Years of Experience: 6

Education:

B.A., Lebanon Valley College, Sociology

M.A., Radford University, Criminology

A.B.D., University of South Carolina, Criminology

Professional Associations:

International Association of Crime Analysts

American Society of Criminology

American Criminal Justice Society

American Sociological Association

NICK HEUERTZ

SENIOR CONSULTANT, MATRIX CONSULTING GROUP

Nick Heuertz is a Senior Consultant with the Matrix Consulting Group and previously served for six years as a Police Officer with the Palatine (IL) Police Department. During his time with the Palatine Police Department, Nick served as patrol officer, tactical unit officer, investigator, school resource officer, and community relations officer. Additionally, he has experience in threat assessment, officer resilience and wellness programs, public information officer (PIO) strategies, and non-profit partnerships.

Experience Highlights

Nick worked in a variety of capacities within the Palatine Police Department and developed several programs to improve department operations. Principally, Nick developed a comprehensive officer resilience and wellness program. Nick also developed a formal social media strategy and grew the Department's social media presence.

- Change management
- Policy writing and development
- Social media strategies
- Crisis communications planning

During Nick's assignment to the Palatine Police Department's Investigations Division, he applied for and was accepted into the Emergence Program at the United States Naval Postgraduate School. While enrolled in the program, he developed a detailed proposal to create a crime analysis program for the Palatine Police Department. In 2022, Nick was awarded the Rising Shield of Law Enforcement Award from the Illinois Association of Chiefs of Police for his work to strengthen partnerships between the Palatine Police Department and non-profit organizations in the Chicagoland area.

- Community Relations & Crime Prevention Officer
- Investigator & School Resource Officer
- Tactical Unit Officer
- Patrol Officer

Role on This Engagement:

Nick will serve as an analyst on selected functions and assist with data analytics.

Education:

BA, Purdue University

Emergence Program,
United States Naval
Postgraduate School

Awards:

2022 Rising Shield of
Law Enforcement Award,
Illinois Association of
Chiefs of Police

Professional Associations:

International City/County
Management
Association

Police Executive
Research Forum

RYAN PETERSON

CONSULTANT, MATRIX CONSULTING GROUP

Ryan Peterson is a Consultant with the Matrix Consulting Group, specializing in GIS and data analytics.

He has over 5 years of experience conducting geospatial analysis for public safety agencies.

Experience Highlights

Los Angeles, CA: LAPD Basic Car Area Boundary Stud

- Assisted in the recreation the patrol geographic deployment structure from the granular level, resulting in 202 new patrol areas, up from the 168 that existed previously.
- Analyzed patrol resource allocation strategies, recommending improved methods in order to better equalize service levels.

San Francisco, CA: Police Department Staffing Analysis

- Analyst on a comprehensive staffing study of the department.
- The project was designed to create defensible methodologies for determining the staffing needs of all 600+ assignments in the department based on service needs and other factors. These methodologies were then used to recommend appropriate staffing levels in every position.
- Developed and designed an interactive analytical tool for SFPD to use in the future to recreate the analysis in its entirety.

Jefferson County, OR: Fire and EMS Feasibility Study

Ryan was a data and GIS analyst on this project that examined the feasibility of consolidating private EMS with the County Fire District.

- Conducted calls for service and unit utilization analysis.
- Conducted financial analysis related to costs of providing both services now and into the future.
- Developed mapping scenarios to illustrate travel time performance from various station locations

Role on This Engagement:

Ryan will serve as a data analyst.

Relevant Experience:

CA	Los Angeles
CA	San Francisco
CO	Steamboat Springs
FL	Miami Beach
FL	Orange County
HI	Kauai County
IL	Rockford
MD	Harford County
MO	Kansas City
NC	Raleigh
OH	Columbus
TX	Fort Worth
TX	Travis County
WA	Tacoma
WI	Oshkosh

Years of Experience: 5

Education:

BS in Geography, University of Oregon

2.5 References

The table below provides information for past Police and/or Fire Department Study clients.

Phoenix, Arizona

North Phoenix Infrastructure Pilot Study

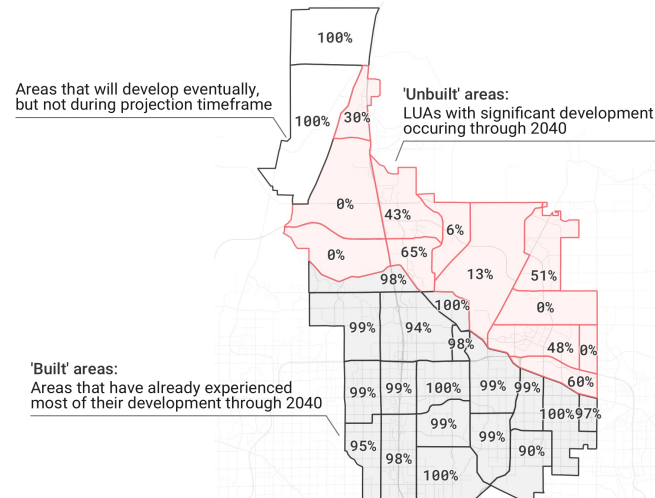
Adam Miller
Development Team Leader
City of Phoenix
(602) 262-3111
adam.miller@phoenix.gov

In this project, the Matrix Consulting Group was retained by the City of Phoenix to conduct the North Phoenix Infrastructure Pilot Study, which sought to determine future public safety needs within the growing northern areas of the city. Objectives included:

- Assess current workload and service needs of the Police and Fire departments, examining the relationships between land use and the geography of public safety service provision.
- Project service demands resulting from growth.
- Identify capital facility needs and requirements.
- Forecast facility costs and locations.

Key findings and conclusions included:

- About 90% of the development over the next 19 years is expected to take place within the area north of the Central Arizona Project canal, which is currently mostly unbuilt.



- An additional Police precinct will be needed by 2036 as a result of development forecasted in the study area.
- Staffing needs that scale with service needs, will require the police department to add 201 sworn and 50 civilian positions by 2040 as a result of growth and development.

Cedar Hill, Texas

Police and Fire Department Strategic Plans

Melissa Valadez-Cummings
Deputy City Manager
972-291-5100 x-1030
melissa.valadez@cedarhilltx.com

The Matrix Consulting Group was retained by the City of Cedar Hill to develop a strategic plan for the Fire and Police Departments. The project assessed current and projected staffing, deployment, station location and facility needs over a 10-year planning period.

The fire study found issues in developing an effective response force in the central portion of the City and issues with response time performance to the developing southern portion of the City. The study also identified efficiencies that could be gained by enhancing the current regional service delivery model.

The police study found that redeployment staff with a cover shift included better provided a consistent ability to respond to calls for service as well as to be proactive. Re-organizing a neighborhood service unit under operations provided improved partnerships with the community. Finally, restoring the traffic unit increased proactivity capabilities further still. Staffing projections provided a position by position basis for 10 years.

Denton, Texas

Police Department Staffing Study and Projections

Frank Dixon, Police Chief
(940) 349-8181
frank.dixon@cityofdenton.com

The firm developed a staffing and deployment plan for current needs as well as to meet growing and changing demands. Handling current and projected workloads also justified greater use of alternative response techniques, including civilian response, telephone and internet reporting. Projection methodologies incorporated city and regional planning on development to forecast workloads for each function and resulting staffing needs.

Of note, detectives were understaffed, resulting in high levels of cases deferred for investigation. However, case management approaches needed to be strengthened.

Fremont, Nebraska

Fire Department Master and Strategic Plan

Todd Bernt
Fire Chief
(402) 727-2688
todd.bernt@freemontne.gov

The Matrix Consulting Group was retained by the City of Fremont to conduct a long range strategic and master plan for the Fire Department. The project assessed community risk, staffing levels, response capabilities, station locations and the deployment plan of the fire department.

The study found the need for additional administrative staff, improvement opportunities in call processing and turnout times the need for additional operational staff to reduce the reliance on call-back personnel to staff EMS units and the need to formally establish fire prevention programs. Long-term there is the need to replace the current fire station.

3 Cost Proposal

We propose to develop the Police and Fire Department Strategic Plans for a fixed price of **\$134,900**. The table below shows the allocation of costs by task and project team classification.

	PM/VP	Sr. Manager/ Manager	Sr. Consultant/ Consultant	Cost
Initiation / Interviews	16	56	48	\$25,400
Employee Input	4	4	12	\$4,100
Descriptive Profile	8	32	40	\$16,000
Police Staffing Analysis	16	48	56	\$24,800
Fire Staffing Analysis	16	44	40	\$21,500
Projections	12	48	40	\$21,000
Final Report	16	32	32	\$17,600
Total Hours	88	264	268	
Hourly Rate	\$350	\$225	\$150	
Total Professional Fees	\$30,800	\$59,400	\$40,200	\$130,400
Project Expenses				\$4,500
Total Project Cost				\$134,900

The cost breakdown for this by department would be:

Police Department – \$82,900

Fire Department – \$52,000

Proposal to Conduct a Police and Fire Department Staffing Study

Duncanville, TX

Matrix Consulting Group

36

PROPOSAL FOR

COMPREHENSIVE POLICE ANALYSIS AND STAFFING STUDY

CITY OF DUNCANVILLE, TEXAS



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Center for Public Safety Management, LLC

February 26, 2024

David Kees
 Assistant to the City Manager
 203 E. Wheatland Road
 Duncanville, TX 75116

Dear Mr. Kees;

The *Center for Public Safety Management, LLC, (CPSM)* as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of Duncanville, Texas for a comprehensive analysis of its Police Operations.

From our discussions, the City of Duncanville is part of the Best Southwest Area with Cedar Hill, DeSoto and Lancaster. The population has exploded since the 1950's from 841 to 40,700 today. With its location in the southern sector of the Metroplex, growth is expected to continue.

The police department has been trying to fill 10 vacancies in its approved strength of 62 sworn. The challenges facing the department include:

- Reviewing the hiring, retention, and recruitment processes with recommendations on how to better and more quickly fill vacancies.
- Where to put future stations or expand the current facility. The current facility is limited and formerly housed a jail that is now closed. There is no funding to renovate the jail area and the growing department operates many key processes out of closet-like spaces, including evidence and report writing.

The location of the City and proximity to other cities makes it a constant struggle to hire, retain, and recruit.

The CPSM approach is unique and more comprehensive than CALEA accreditation or competitor studies.

In general, CPSM:

- Follows a standard approach for police, fire, and EMS: we begin with dispatch. The dispatch center is the official "record keeping" for calls for service. CPSM engages the dispatch center for the raw Computer Aided Dispatch Data and extracts the information for analysis of police, fire, and EMS.
- Our approach is much like a city audit. No one would propose cancelling or not performing an audit; public safety is a critical service function operating 24/7/365 and that consumes a major portion of the budget. Getting the right staffing in the right places at the right time efficiently, effectively, and safely is the ultimate key to all deployment.
- The forensic data analysis will identify actual workload and locations of incidents to create a picture of the "as-is" condition of service delivery and service demands. We will look at all facets of the department to establish workloads and service demands in all of the component areas (investigations, patrol, evidence, etc). We will utilize GIS to locate calls for service that drive workload to determine the ideal staffing.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function for policing.

- Examine the department's organizational structure and culture.
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices.
- Recommend a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Determine staffing analysis using workload and performance using research conducted by ICMA, IPMA-HR, CALEA, and CPSM.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter experts along with major academic research. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide.

The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants or interns.

CPSM has built upon nearly 40 years of research by ICMA and other academic researchers to develop the **CPSM Data Analytic Report™**. While other firms conduct interviews, charettes, and other intelligence gathering, only CPSM combines those processes by forensically analyzing and reporting an agency's workload and performance which incorporates metrics for future analysis of deployment change. CPSM and ICMA developed the "60% rule" that was authored by one of our SME's which serves as one more benchmark for staffing of police agencies and is often cited by CALEA as a best practice. That report is currently being updated by the current CPSM team of researchers.

Many consultants refer to staffing difficulties as "poaching." We have not found that term useful nor accurate. Departments today must compete for the best which has always been the goal of policing. The challenge today is that potential employees are not tied to areas and are more agreeable to movement in order to achieve their personal and financial goals. How communities compete begins with walking in the door: what does the entrance to the department and city facilities say to prospective candidates? Is this a community that values its emergency services to a high degree? Are facilities well maintained and accommodating the growth and service demands of the team? From that point, the culture of the organization often drives candidates to seek or move on. Toxic cultures and environment are regularly cited in studies and research as either the number one or at the top of reasons for departments struggling with vacancies. Pay is another contender. CPSM will address all of these issues.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I will be the authorized signatory on any documents and can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,



Thomas J. Wieczorek
Director

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COMPANY BACKGROUND: THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The [International City/County Management Association \(ICMA\)](http://www.icma.org) is a 110-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its [website](http://www.icma.org), www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA [Center for Public Safety Management \(ICMA/CPSM\)](http://www.icma.org) was launched in 2006 by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services. It has remained focused on public safety issues with the addition of dispatch, strategic planning, and Homeland Security.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as CALEA, PERF, IACP, IFCA, IPMA-HR, DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. We use our team of full-time employees and 30 SME's to respond to the team our client has identified. With such expertise, we can evaluate all sizes of organizations that face challenges from every perspective. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 450 such studies in 46 states and provinces and more than 300 communities ranging in population size 269 (Bald Head Island, NC) to 800,000 (Indianapolis, IN).

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STATEMENT OF UNDERSTANDING: MEET YOUR TEAM -- POLICE

The City of Duncanville is seeking assistance for police, fire, and EMS. We have divided the two disciplines into separate proposals, but data can be gathered and analyzed simultaneously to save costs for the overall project. We will address this in the pricing section of this proposal.

For this project CPSM will assemble a premier team of experts from a variety of disciplines and from across the United States. The goal is to develop recommendations that will enable it to produce the outcomes necessary to provide critical emergency services consistent with the community's financial capabilities. The team will consist of a project manager, one Operations Leader and several senior public safety experts selected from our staff to meet the specific needs of the municipality.

The management organizational chart for the project includes the following key team members



CORPORATE COMPLIANCE POLICE UNIT

PROJECT MANAGER

THOMAS WIECZOREK

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence



BACKGROUND

Thomas Wieczorek is an expert in fire and emergency medical services operations. He has served as a police officer, fire chief, director of public safety and city manager and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, and Grand Rapids Community College. He often testified for the Michigan Municipal League before the legislature and in several courts as an expert in the field of accident reconstruction and fire department management. He is the past president of the Michigan Local Government Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710 and 1730 committee.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." It has been presented in 43 states and has been assigned a course number by the DHS. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and other fire service participation areas. In 2022 he worked with ICMA to create a FEMA program on economic recovery from disasters for local government managers. It has been delivered via webinar and in person across the United States.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

MANAGING PARTNER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management



BACKGROUND

Mr. Matarese is a specialist in public sector administration with expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues, he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations at annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a master's degree in public administration and a bachelor's degree in political science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and of ICMA.

FORENSIC DATA ANALYSIS TEAM

DATA ASSESSMENT TEAM – PROJECT LEADER

DOV CHELST, PH.D.

Director of Quantitative Analysis



BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national and international conferences, and participated in workshops across the country.

SENIOR PUBLIC SAFETY SUBJECT MATTER EXPERT -- GIS

DAVID MARTIN, PH.D.

Senior Researcher in the Center for Urban Studies, Wayne State University

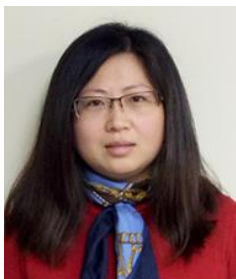


BACKGROUND

Dr. Martin specializes in public policy analysis and program evaluation. He has worked with several police departments to develop crime mapping and statistical analysis tools. In these projects, he has developed automated crime analysis tools and real-time, dashboard-style performance indicator systems for police executive and command staff. Dr. Martin teaches statistics at Wayne State University. He is also the program evaluator for four Department of Justice Weed and Seed sites. He is an expert in the use of mapping technology to analyze calls for service workload and deployments.

PUBLIC SAFETY DATA ANALYST

SHAN ZHOU, PH.D.



BACKGROUND

Dr. Shan Zhou specializes in the analysis of police data. Shan brings extensive experience in scientific and clinical data analysis. Prior to CPSM, she worked as an associate scientist at Yale School of Medicine. Shan has a MS in Business Analytics and Project Management from University of Connecticut and a PhD in Cell biology, Genetics and

Development from University of Minnesota.

OPERATIONS ASSESSMENT TEAM

POLICE PROJECT MANAGER

CHIEF JARROD BURGUAN, B.S., M.A.
 Chief of Police, San Bernardino Police Department



BACKGROUND

Chief Burguan served 29 years in local law enforcement, with 10 years of that experience in senior management positions. He retired as the Chief of Police for the San Bernardino (Ca) Police Department in 2019.

During his career, Chief Burguan worked a variety of assignments in the patrol, traffic, investigative and administrative divisions of the department. He has the unique experience of managing a police department through a municipal bankruptcy while maintaining day to day operational effectiveness. He has been an invited speaker at conferences and training events throughout the country and internationally on police response to active shooter events following both an elementary school active shooter in 2016 and the 2015 terrorist attack in San Bernardino.

Since retiring from the department in 2019, Chief Burguan has continued to work as a consultant for municipal government and media organizations and has served as an advisor for the Department of Justice – ICITAP program. He holds a bachelor's degree in business and a Master's Degree in Management from the University of Redlands. He is also a graduate of the California Command College, the FBI's Law Enforcement Executive Development program and the Senior Management Institute for Police through the PERF.

TEAM LEADS

CHIEF CRAIG JUNGINGER (RET), BS, MPA

Retired Chief of Police, Gresham, Oregon, former Huntington Beach Police Captain



BACKGROUND

Chief Junginger had over 38 years' experience as a law enforcement professional. He served as the Chief of the Gresham, Oregon Police since December 2008 until his retirement in June 2016. Gresham is a community with a population of 110,000 just to the east of Portland. He led a department of 130 sworn officers and 47 civilian employees, with a budget of \$31 million. He also served on the board of the Oregon Police Chief's Association.

Chief Junginger began his career at the Bell-Cudahy Police department in 1979. He worked as a K-9 Officer, Detective, and Patrol Officer. In 1985 he transferred to the Huntington Beach Police Department where he remained until his retirement in November 2008. While at Huntington Beach, he was a Patrol Officer, Beach Detail Officer, Field Training Officer, SWAT Officer, Traffic Motor Officers, Community Policing Officer, and Narcotics Detective. In 1999 he promoted to

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Sergeant where he worked Patrol, Downtown Foot Beat, Support Services, Vice and Intelligence and Internal Affairs. He promoted to Lieutenant in 2003 and worked as the Community Policing Commander responsible for all major event planning, Watch Commander and as the Chief's Executive Officer. In 2007 he promoted to the rank of Captain and was assigned to Administrative Operations consisting of Communications, Budget, Personnel, and Property and Evidence.

He holds a master's degree from California State University, Long Beach, a bachelor's degree from University of La Verne and an associate degree from Rio Hondo Community College.

He attended the FBI National Academy Class 224 in Quantico Virginia, California Post Command College, West Point Leadership Program, POST Executive Development Program and the POST Supervisory Leadership Institute. While in Command College he was published for his article "How will we train police recruits of the millennial generation in the year 2012," and as the Chief of Gresham he was published for an article he authored on leadership.

He was awarded the Medal of Valor in 1989 for his encounter with an armed bank robber.

SENIOR ASSOCIATE

CHIEF JOHN E. PEREZ, B.S., M.S., PH.D.

Chief of Police, City of Pasadena Police Department

BACKGROUND



John E. Perez has served as the Chief of Police for the City of Pasadena (CA) since 2018 and has been with the Department since 1985. His 35 years of public safety experience includes an array of specialized assignments in enforcement, special tactics, administration, and community initiatives. He served as the Counter-Terrorism Intelligence Officer immediately after the 9/11 terrorist attack in developing security/safety measures for Pasadena's Tournament of Roses Parade, Rose Bowl, and special events. After serving as the Special Enforcement Section Sergeant and developing policing initiatives in lowering gang violence while improving community trust and confidence, he was appointed by California's Commission on Peace Officer Standards and Training to provide best practices on developing statewide initiatives.

He is the recipient of Mayor's Special Service Award for his work in developing community initiatives and has been twice awarded with the Police Chief's Excellence in Policing merit award. Chief Perez has served in the various ranks of the Department to include Deputy Chief of Police from 2016-2018.

Chief Perez led the development of several internal initiatives that decreased the use of force by 50% through immersive training and self-improvement from use of Body-Worn Camera (BWC), as well other initiatives to increase community awareness of policing challenges through programs such as "Policing 101" and "Community Conversations" – each intended to develop and educate community members, youth, and the media on policing topics as well as learning from the community.

Chief Perez serves on the Pasadena Educational Foundation, Patron Saints Foundation, and is a graduate of the California Peace Officers and Standards Executive Management School as well as holding a POST executive certificate. Chief Perez possesses a bachelor's degree in Criminal

Justice, a master's degree in Behavior Science, and a PhD in Public Administration. He serves on the board of the California Police Chiefs Association and the National Police Foundation.

SENIOR ASSOCIATE

VICTOR LAURIA

Retired Assistant Police Chief, Novi Police Department



BACKGROUND

Victor Lauria retired as an Assistant Chief of Police with the Novi Police Department after serving the community for nearly 28 years. Over the course of his career, he has served in a wide variety of positions which include police officer, K-9 handler, detective, undercover narcotics detective, crisis negotiator and numerous supervisory positions. In 2009, the City of Novi combined their police and fire administrations into a Public Safety Administration. Victor was responsible for various supervisory roles within the Police and Fire Departments.

Victor earned a Bachelor of Science degree from Northern Michigan University, a Master of Science, with a concentration in Emergency Management, from Eastern Michigan University and he holds a graduate certificate from the University of Virginia. He also attended the 250th Session of the Federal Bureau of Investigations National Academy in Quantico, Virginia. He is also certified as Firefighter I and Firefighter II by the State of Michigan.

Mr. Lauria is currently employed as a faculty member at Madonna University. He is the Interim Chairperson of the Criminal Justice Department and the Program Director for the Emergency Management, Fire Science and Occupational Safety and Health programs. He instructs a wide variety of undergraduate and graduate courses. He is a regular guest lecturer at Eastern Michigan University's Police Staff and Command Executive Leadership Program.

SENIOR ASSOCIATE

DEPUTY CHIEF WAYNE HILTZ (RET)

Former Interim Chief of Police at Pasadena and Irwindale Police Departments

BACKGROUND



Wayne has 33 years of experience in municipal law enforcement. This includes a broad range of experience in nearly every facet of policing from patrol, gang enforcement, and undercover narcotics to internal affairs investigations and community relations. The last 13 years were spent at command and executive levels. In his capacity as Deputy Police Chief, he served as the chief operating officer of the Pasadena Police Department, responsible for all day-to-day operations including internal audits and inspections. As well, he was responsible for operations related to the Tournament of Roses Parade and Rose Bowl events to include World Cup Soccer and BCS Championship games. For a period of nearly two years, he served in the capacity of Interim Chief of Police at both the Pasadena and

Irwindale Police Departments.

He has extensive experience in managing budgets and has served as a budget instructor for the California Commission on Peace Officer Standards and Training. He was selected by the Los Angeles County Police Chiefs Association to represent the 45 member agencies in negotiations for Homeland Security Grants for a three-year period. He also served as President of the San Gabriel Peace Officers Association. He has served on the boards of community-based

organizations with focus on addressing homeless issues, substance abuse, and juvenile violence. Wayne holds a Bachelor of Science degree in Police Science and Administration from California State University at Los Angeles. Executive training includes the FBI Southwest Command College and the Senior Management Institute for Police.

SENIOR ASSOCIATE

CHIEF ROBERT HANDY, M.S.

Chief of Police, Huntington Beach Police Department, San Bernardino Police Department



BACKGROUND

Chief Robert Handy is 30-year law enforcement professional having served in a wide variety of assignments from Patrol Officer to Police Chief. Handy served in three separate jurisdictions: Huntington Beach, California; San Bernardino, California; and Phoenix, Arizona.

Chief Handy worked a wide variety of assignments from officer/detective through leadership positions in all divisions of a police agency and has been involved in training and teaching for decades. His broad base of experience includes firearms instructor, arrest tactics/use of force instructor, academy instructor, in-service instructor, and veteran university teacher. Chief Handy has obtained a

bachelor's and master's degree in Public Administration and is a graduate of the FBI National Academy.

Chief Handy has taught and developed police officers and police leaders from agencies across the Country. His diverse experiences from three jurisdictions, combined with years of academic research and teaching, has provided Handy with vast knowledge and expertise in police practices, training, and every other aspect of contemporary policing.

SENIOR ASSOCIATE

DEPUTY CHIEF MARTIN BAEZA, B.A., M.A.

Retired Deputy Chief, Los Angeles Police Department



BACKGROUND

Deputy Chief Baeza served with the Los Angeles Police Department for thirty-two years and spent the last fourteen years in senior management positions. His depth of experience includes a variety of assignments in Patrol Operations, Detective, Specialized Divisions and Administrative Offices.

He retired from the Los Angeles Police Department as the Commanding Officer of the Personnel and Training Bureau overseeing Human Resources and training for all sworn and non-sworn employees of the Department.

He led various Operational Commands and the Police Academy. He restructured crime reduction strategies, implemented smart policing concepts and community engagement programs. He was recognized for his creative community policing incentives and was a two-time recipient of the Excellence in Leadership Award for Community Policing.

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Chief Baeza was invited to participate as a Los Angeles Police Department International Delegate in Abu Dhabi, United Arab Emirates. He presented on best practices in community engagement and training development. Deputy Chief Baeza held a variety of leadership positions throughout the Department and has been involved in training police officers at all levels. He served as the Los Angeles Police Academy Director and oversaw the successful re-certification. His experience includes instructing in the Field Training Officer Program, Police Leadership, Supervisor, and the Executive Command Development Courses. He has been an invited speaker on various topics in leadership.

Deputy Chief Baeza led recruitment, hiring and the deployment of all human resources of the organization which encompassed 13,000 employees. He established a Traffic Group to oversee traffic commands and evaluate traffic policies and procedures. Additionally, his responsibilities included oversight of fleet, information technology and Behavioral Science Services. He was a standing member of the categorical use of force board and was integral in the assessment of policy, use of force tactics, procedural justice, and best practices.

Deputy Chief Baeza possesses a Bachelor of Science degree in Applied Business and Management and a Master of Arts in Organizational Management from Azusa Pacific University. He is also a graduate of the West Point Leadership Program, Senior Management Institute for Policing and the University of Southern California, Sol Price School of Public Policy, Executive Leadership Program.

SENIOR ASSOCIATE



CHIEF DAVID SWING

Chief of Police, Pleasanton

BACKGROUND

Chief David Swing is a 28-year law enforcement professional having served in a wide variety of assignments from Reserve Officer to Police Chief. Swing served most of his professional career in Morgan Hill, California starting as a Reserve Officer and rising to the rank of Chief for nine years. Swing is currently serving as the Chief of Police in Pleasanton, California.

Chief Swing is active in the law enforcement profession as a Past President and current board member of the California Police Chiefs Association. Swing developed an understanding of stop data demographics while representing California Police Chiefs for nearly four years on the Racial and Identity Profiling Act board including the Stop Data and Evidence Based Practices sub-committee.

Chief Swing worked a wide variety of assignments to include FTO and SWAT Operator, Detective Sergeant through all leadership positions of a small police agency. Chief Swing is passionate about enhancing the organization's response to domestic violence and has been involved in the topic for decades. His broad base of experience also includes Police Management instructor for budgeting and strategic and succession planning. Chief Swing earned a bachelor's degree in Public Relations and Master's degree in Public Administration and is a graduate of POST Command College.

Swing brings a strategic focus to his work having developed multiple strategic plans aligning the work and budget of the Department to community expectations and Council goals.

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SENIOR ASSOCIATE



CHIEF GENE ELLIS
Chief of Police, Belton, TX

BACKGROUND

A native of Houston, Texas, Chief Gene Ellis started his law enforcement career in the Houston area where he worked for the second largest city in Southeast Texas, Pasadena.

Chief Ellis has served as a Police Chief for over 20 years, including several years in the State of Iowa before returning to Texas in 2009 when he was appointed Chief of Police in Belton. Chief Ellis is a graduate of the University of Houston and St. Ambrose University.

He holds both Bachelor of Science and Master of Science Degrees in Criminal Justice. He is a graduate of the FBI National Academy, a law enforcement management program. He is a graduate of the Certified Public Manager Program through Texas State University. Chief Ellis is a member of the board of officers of the Texas Police Chiefs Association where he serves as a past president and liaison to the Texas Municipal League Board of Directors. Chief Ellis is a Past President of the Iowa Police Chiefs Association. He is a Life Member of the International Association of Chiefs of Police (IACP).

Gene Ellis also serves as Belton's Assistant City Manager, which is a dual role with his police chief duties. In this role he is responsible for other City departments including Code Compliance, Public (Communications) Information, Information Technology, and the Library in addition to the Police Department. Gene leads the City of Belton's Excellence in Customer Service initiative and was instrumental in the creation of "Belton 101," an orientation program for new employees.

Gene enjoys travelling, cheering for the Houston Astros and the Green Bay Packers as a shareholder in the team, and spending time with family.

SENIOR ASSOCIATE



DEPUTY CHIEF JASON CLAWSON, M.S.
Retired Deputy Chief, Pasadena

Jason is a veteran of the U.S. Navy and has 31 years of experience in municipal law enforcement operations, serving the citizens of Pasadena, California.

Jason has worked in many ranks across various divisions to include Patrol Operations, a gang suppression team, Vice/Narcotics, S.W.A.T. and Detectives. Jason is an expert handling neighborhood quality of life issues by focusing on premise liability, prevention, intervention and enforcement methods. He led a Safe Streets Task Force while assigned as a Task Force Supervisor with the Federal Bureau of Investigation, focusing on the transnational gang problem stemming from Central America.

He has coordinated jurisdictional Mutual Aid, Critical Incident Response Team operations, and focused on problem locations through Community Policing efforts in high crime zones. Jason has served as the Press Information Officer where he directed and coordinated the activities within the Office of the Police Chief; audits and inspections; and the on-going review of

policy and procedures. He served as the Project Director of a \$2.5 million dollar grant from the Bureau of State and Community Corrections focusing on reintegration efforts of previously incarcerated community members.

Jason has participated in the development of goals, objectives, and key performance indicators for assigned divisional functions as well developing and administering divisional budgets, to include developing a Homeless Initiative to combat Mental Health and Homelessness.

For the last 8 months of 2022, Jason served as the Interim Police Chief for the City of Pasadena where he drafted and presented the department's \$97,000,000 budget, conducted Administrative Reviews, worked out salary resolutions, oversaw the implementation of a new Computer Aided Dispatch / Records Management System, and navigated the installment of a police oversight commission and independent police auditor, until his retirement from service in January 2023.

Jason received his master's degree in Organizational Leadership from Union Institute & University in Los Angeles, California. He was also the recipient of the Police Chief's Special Award for Excellence in 2006, the Freemason's United States Constitutional Observance Award in 2010, and was the Pasadena Police Foundation's Officer of the year in 2021. He is a lifetime member of the California Narcotic Officer's Association and sits on the executive board of the Flintridge Center's Vision 20/20 Advisory Council.

PROPOSED SERVICES: THE CPSM APPROACH

The City seeks proposals from qualified consultants to conduct a review of the City's deployment and management of the police department. The current department is located in a facility that it has, likely, outgrown and is constricted by lack of modern-day functionality. The department is also operating with approximately 10 vacancies in its approved staff level of 62.

The CPSM team developed a standardized approach to conducting analyses of Police and Sheriff's departments by combining the experience sets of dozens of subject matter experts.

We begin projects with a request for data, documents, and worksheets.

Next, we extract raw data on calls for service from an agency's computer-aided dispatch system. The data are sorted and analyzed to identify performance indicators (i.e., response times, workload by time, multiple unit dispatching, etc.) for comparison to industry benchmarks. Performance indicators are valuable measures of agency efficiency and effectiveness. The findings are shown in tabular as well as graphic form and follow a standard format for



presentation of the analyzed data. While the format will be similar from community to community, the data reported are unique to the specific agency.

CPSM conducts an on-site operational review. Here the performance indicators serve as the basis for the operational reviews. Prior to any on-site review, agencies are

asked to compile several key operational documents (i.e., policies and procedures, assets lists, etc.). Most on-site reviews consist of interviews with management and supervisors, as well as rank and file officers; attendance at roll calls and ride-alongs with officers. We review case files with investigators and observe dispatch operations to assess compliance with the provided written documentation. We talk to appointed and elected officials to determine what is their vision for the police department and how is the police department performing. Where and what are gaps in expectations versus reality.

As a result of on-site visits and data assessments, our subject matter experts produce a SWOT analysis (strengths, weaknesses, opportunities, and threats) of the department. We have found that this standardized approach ensures that we measure and observe all the critical components of agencies.

Additionally, this methodology can be integrated with ongoing support customized to the unique needs of your community. Strategic planning, risk assessment, and training services are also available to assist with the implementation of CPSM recommendations and developing new processes and programs that may arise as implementation evolves and that may include formation of a new department.

The following information describes the CPSM approach to studying, understanding, evaluating, and reporting on Police and Sheriff's departments around the country. Although no two departments are the same, a standardized approach to department evaluation ensures a rigorous and methodological process that permits benchmarking, comparing, and assessing within the context of the best practices of American law enforcement. However, each locality has unique characteristics that present policing challenges. Integrating a standardized approach within the context of local variability permits an accurate assessment of the

organization in its political environment, and further permits CPSM to offer recommendations that comport with the best practices in policing, yet customized for the client community.

Data....why data?

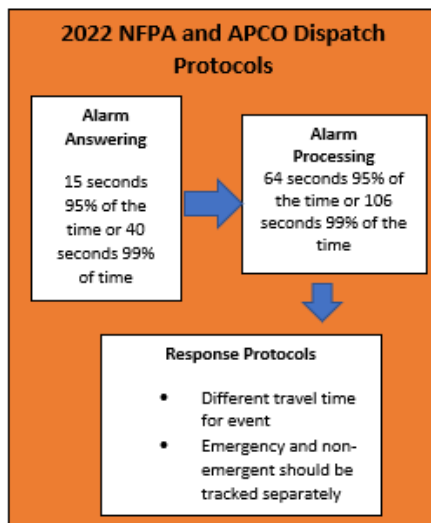
CPSM has found that there are tremendous amounts of data collected on a daily, even hourly basis on many departments. The challenge is how to access that data; how to clean that data; how to quantify that data; and how to present the product so that everyone understands.

CPSM does not use hypotheticals. We don't use "national averages" upon which to base our client team's individual recommendations and findings. We begin analyzing your data to establish your performance and paint a complete picture of how you are deploying with the accompanying results.

It is critical to have data and one of the biggest challenges for departments because rarely do they have the depth of our analytical team and its decades of research and trademarked processes. If we are going to recommend change and if our client team is going to make change – they need data to measure how it impacted their outcomes. It's not good enough to say, "this is what happens wherever." We need to provide you with the tools and launch point so that you can measure and report to your stakeholders – citizens, elected officials, appointed officials, and staff – how those changes affected the outcome.

The raw Computer Aided Dispatch data and our process is like a financial audit. No city, county or community ever imagines just skipping the annual audit. It's usually a mandate in the charter or state law. Yet we find few communities are willing to extend the same effort to delve into the operations of their largest emergency response departments whose actions can literally be life and death. Our process is the same for each community so that we can build national data reporting tables and compare you to like demographics, but we create our recommendations and findings based on your individual performance. The CAD system is also the official record of public safety services for communities. Like minute books for the County clerk, it is the record of times and actions taken by your response community. The information at dispatch needs to be collected; it needs to be correct; and it should be a resource to assist with decision making daily.

CPSM ensures this information and system is working and correct before we proceed to other facets of our work.



Begins at dispatch

Armed with the data and information we gather; we start your project at the dispatch center. Benchmarks have been established for dispatch centers across the country in National Fire Protection Association Standards (NFPA 1220, NFPA 1221, NFPA 1710, NFPA 1720, etc). Many of those same benchmarks and standards have also been adopted by the Association of Public-Safety Communications Officials-International (APCO).

The dispatch protocols are continually being studied, particularly with the adoption of Priority Fire, Medical, and Police dispatch. The systems look at collecting what is happening, where, and alerting the right response to the right location for a positive outcome.

For that reason, it is important that two things occur at dispatch:

1. Caller expectations be established. In other words, if the dispatcher tells the caller that police and deputies will be "right there," the expectation is immediate response. Instead, dispatch centers should advise callers that officers are tied up on other calls and establish expectations for service delivery.

2. Calls should be categorized, monitored, and reported using multiple response time metrics. Crimes in progress and serious felonies should have established and monitored times. Outliers should be examined daily, and a report produced on why there may be extended time periods. For non-criminal and non-emergent calls, different metrics should exist with an explanation of why there were extended times.

Dispatch Metrics

CPSM will look at the dispatch center to determine how often calls remain in the queue, trends on when lengthy queues develop, and whether the dispatch center is evaluating their operations on a regular basis to determine if they are meeting national standards and benchmarks.

The time that a fire, Police/Sheriff's, or EMS call occurs and for an alarm to be raised can vary from community to community. In urban, rural, and remote areas, it can be lengthy periods of time before a situation is noticed and the alert raised. In commuter communities, larcenies and break-ins may not be noticed until morning or people return home from work. These types of calls should be tracked independent of true emergencies to not corrupt the ongoing analysis of response times.

TABLE 9-31: Reported Billings, Montana, and National Crime Rates, by Year

Year	Billings				Montana				National			
	Population	Violent	Property	Total	Population	Violent	Property	Total	Population	Violent	Property	Total
2010	104,170	273	4,822	5,095	1,055,270	255	2,381	2,636	314,170,775	393	2,833	3,225
2011	105,095	299	4,467	4,766	1,064,639	256	2,220	2,476	317,186,963	376	2,800	3,176
2012	106,371	358	4,527	4,885	1,071,788	259	2,411	2,670	319,697,368	377	2,758	3,135
2013	107,802	395	5,208	5,603	1,078,577	264	2,379	2,642	321,947,240	362	2,627	2,989
2014	110,245	381	4,500	4,881	1,087,522	298	2,302	2,601	324,699,246	357	2,464	2,821
2015	109,997	442	4,730	5,172	1,099,717	327	2,452	2,779	327,455,769	368	2,376	2,744
2016	111,447	463	4,689	5,152	1,101,927	352	2,547	2,899	329,308,297	383	2,353	2,736
2017	111,317	493	5,458	5,951	1,050,493	377	2,592	2,969	325,719,178	383	2,362	2,745
2018	110,397	542	4,779	5,321	1,062,305	374	2,496	2,870	327,167,434	369	2,200	2,568
2019	110,198	610	4,083	4,693	1,068,778	405	2,193	2,598	328,239,523	379	2,010	2,489

TABLE 9-32: Reported Billings, Montana, and National Crime Clearance Rates

Crime	Billings			Montana			National		
	Crimes	Clearances	Rate	Crimes	Clearances	Rate	Crimes	Clearances*	Rate
Murder Manslaughter	3	2	67%	35	20	57%	14,325	8,796	61%
Rape	75	10	13%	614	72	12%	124,817	41,065	33%
Robbery	98	38	39%	210	82	39%	239,643	73,091	31%
Aggravated Assault	499	285	57%	2,601	1,486	57%	726,778	380,105	52%
Burglary	608	58	10%	2,688	357	13%	981,264	138,358	14%
Larceny	3,266	835	26%	19,152	3,923	20%	4,533,178	834,105	18%
Vehicle Theft	625	76	12%	2,234	400	18%	655,778	90,497	14%

Note: *National clearance counts were calculated from crimes and clearance rates, as these numbers are not directly available from the FBI.

For call answering, we will benchmark your time against the latest editions of NFPA and APCO standards. In 2022, that time process changed. If your dispatch is not performing at these levels – or if they are not using metrics to constantly evaluate performance (particularly in emergencies requiring rapid response), your team needs to be able to intervene. CPSM finds many communities and dispatch centers do not regularly look at this critical step on the successful outcome matrix.

By establishing different metrics for evaluating emergency and non-emergency travel times, unrealistic expectations and demands will be removed from the patrol force. Every call is not the same and does not require the same response.

The travel time which will be reviewed by our expert Geographic Information and Data division.

Our data team will also begin to produce analytics that look at statistical information reported and compiled by a wide variety of agencies. Crime rate comparisons, clearance rates, crime trends analysis, and other information will be integrated with our client team information that they will be uploading to a secure site for our subject matter experts' review.

For Phase II and armed with information, our Operations Team will work with the client team to evaluate the following major areas of operations:

I. Benchmark the Community

It is essential to understand the service levels, protection needs, community dynamics, and overall environment within which the Sheriff's department operates.

The CPSM study may involve interviews directed at stakeholders in the community, which could include elected officials and employee labor representatives who would be contacted to solicit their opinions about the department, the public safety needs of their constituency, and the perceived gaps in service levels currently provided. CPSM may work with the agency to identify community members that can provide this important information. Additionally, the department will be compared to organizations of similar size with respect to crime, demographics, and cost-efficiency.



CPSM reviews Census Information that may flag key demographics to be studied further: are there minority populations and are there disparities in service? In actions? In communication?

II. Patrol Operations

Police and Sheriff's agencies routinely speak about "recommended officers per 1,000 population" or a "National Standard" for staffing or comparisons to other municipalities.

There are no such standards, nor are there "recommended numbers of "officer per thousand". The International Association of Chiefs of Police (IACP) states; "Ready-made, universally applicable patrol staffing standards do not exist. Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions."

Staffing decisions, particularly in patrol, must be made based upon actual workload and very few law enforcement agencies have the capability of conducting that analysis. Once an analysis of the actual workload is made, then a determination can be made as to the amount of discretionary patrol time that should exist, consistent with the local government's ability to fund.

CPSM's team of doctoral level experts in Operations Research in Public Safety have created **The CPSM Patrol Workload & Deployment Analysis System®** with the ability to produce detailed information on workload even in those agencies without sophisticated management information systems.

Using the raw data extracted from the department's CAD system our team converts calls for service into service workload and then effectively graphs workload reflecting seasonally, weekday / weekend and time of day variables. Using this information, the department can contrast actual workload with deployment and identify the amount of discretionary patrol time available (as well as time commitments to other activities – including special events).

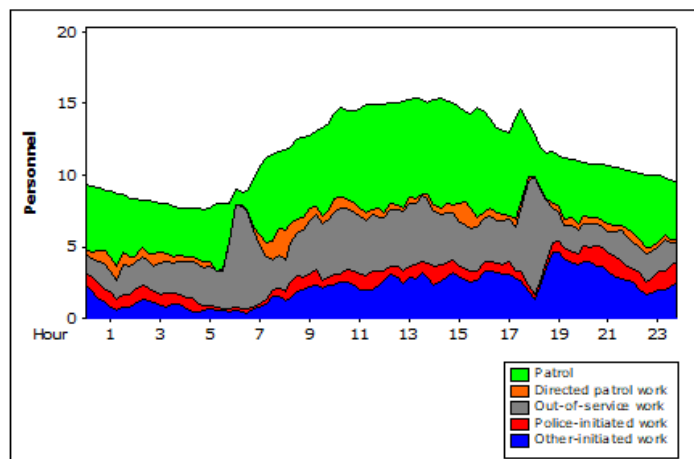
Service workload differentiates from calls for service in that calls for service are a number reflecting the incidents recorded. Workload is a time measurement recording the actual amount

of time required to handle calls for service from inception to completion. Various types of service calls require differing amounts of time (and thus affect staffing requirements). As such, call volume (number of calls) as a percentage of total number of calls could be significantly different than workload in a specific area as a percentage of total workload. The graph below demonstrates this difference in units.

CPSM has found that the most effective way to manage operations, including policing, is to make decisions based upon the interpretation and analysis of data and information.

To achieve this, a data analysis of department workload, staffing and deployment will be conducted. By objectively looking at the availability of deployed hours and comparing those to the hours necessary to conduct operations, staffing expansion and/or reductions can be determined and projected. Additionally, the time necessary to conduct proactive activities (such as team-led enforcement, directed patrol, community policing and selected traffic enforcement) will be reviewed to provide the community with a meaningful methodology to determine appropriate costing allocation models.

Figure 7: Deployment and Main Workload, Weekdays, Summer



Workload vs. deployment analysis sample

This is one of the ways we show the amount of available, non-committed patrol time compared to workload. As you can see, we break out the various activities, convert them to time and then compare to available manpower. The deployment is based upon actual hours worked.

So, in this example, at noon there are

approximately 9 hours of work (including citizen-initiated and officer-initiated calls for services, including traffic) and administrative activities (meals, vehicle, reports, etc.). There are approximately 15 officer-hours of available resources meaning that at that hour, on average, of the 15 officers on duty 9 are busy on activities.

The area shown in green and brown is uncommitted time. This is the area where staffing decisions impact – it becomes a policy issue as to how much uncommitted time a community wants and is willing to pay for.

CPSM White Paper on Staffing

CPSM and ICMA conducted research on staffing for police departments that led to a white paper released in 2013. More than 50 departments' data was analyzed for staffing, workload, and patrol trends across 24/7 and 365 days a year.

The subsequent white paper has been regularly used and quoted by the International Chiefs of Police, the Commission for Accreditation of Law Enforcement Agencies (CALEA), the Police Executive Research Forum (PERF) and most consultants.

The white paper found that a best practice for evaluating departments would position 60 percent of the sworn resources into patrol activities. In addition, no more than 60% of their total

available time would be encumbered with calls for service. The 60% mark is a standard reference point in many accreditation and deployment research.

The research showed that when the 60% encumbered level was substantially exceeded, officers moved from proactive into reactive mode. In other words, officers expected additional calls for service, understood there were no free resources, and thus disengaged and awaited dispatch to the next call in the queue at dispatch.

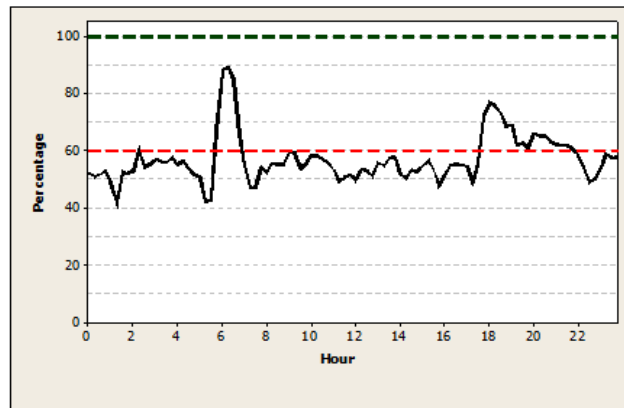
CPSM assembles the information on how much "time" is available, what various demands require against that time, and calculates a Saturation Index along with when the 60% is exceeded.

Using this data-driven approach, communities can determine how much un-encumbered time they desire and where they would like that time dedicated. It also allows communities to determine if additional staffing is needed, when, and how much.

The CPSM study will result in the calculation of service demands placed on the department, workload levels, service times for calls for service, and response times. The product of this analysis is the variance between service demands and available personnel, and appropriate recommendations made for staffing levels and an optimal deployment schedule to meet these service demands. This permits exploration of the following questions:

- What are the service demands made by the public as measured through the CAD system?
- Based on workload is the staffing deployment appropriate?
- Based on the workload, is the shift schedule aligned appropriately and what alternatives to the current shift plan are most efficient?
- How many officers and supervisors are needed to staff the patrol function in order to meet the workload demands placed on the agency?
- How long does it take to respond to calls for service (both response time and total time) and what ways are there to reduce these times?
- How many officers are assigned to each call and what are the ways to minimize these assignments?
- What categories of call, and in what frequency, does the agency handle and what measures can be adopted to minimize unnecessary responses?
- How much time is spent on administrative duties?
- How much time is spent on directed patrol activities and specialized enforcement?

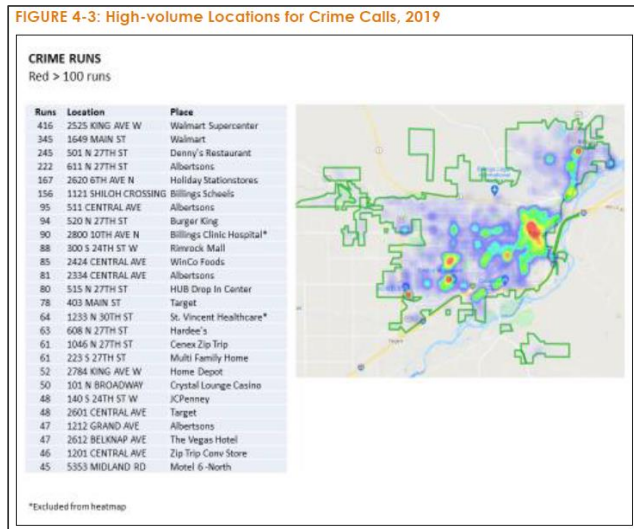
Figure 8: Workload Percentage by Hour, Weekdays, Summer



Workload vs. Deployment – Weekdays, Summer

Avg. Workload:	6.5 officers per hour
Avg. % Deployed (SI):	57 percent
Peak SI:	89 percent
Peak SI Time:	6:15 a.m.

In addition to the analysis of patrol operations from the CAD system and workload, the CPSM



study will focus on the qualitative aspects of patrol. The study will observe officers on patrol through ride-alongs, interviews, and general observations. We will amass all available documents, plans, and data available to understand the patrol approach in the department. We will observe the special operations teams, the problem/nuisance unit, etc. to evaluate their role within the overall mission of the department and patrol operations. We will evaluate the performance of the units, identify improvement opportunities, and justify and recommend appropriate staffing levels

Our GIS team will use the analyzed data sets to identify high crime

locations, high accident locations, and "repeat calls for service" locations.

The CPSM study will also evaluate the implementation of technology on patrol, weapons available, and equipment used with opportunities for improvement.

CPSM advocates community policing as its operational philosophy. The CPSM study would evaluate the implementation of community policing, in quantifiable and anecdotal terms, and identify improvement opportunities where appropriate.

Similarly, the CPSM study would evaluate the relationship of patrol operations with the rest of the department and community. How do these work? Can they work better?

To what extent does this bureau work, coordinate, and communicate with the other operational and support functions of the department and other entities? How should it? What are the strategic, management, and planning functions of the department with regards to the patrol function and how does patrol operations respond to the mission of the organization? How are crime, traffic, disorder, and quality of life problems handled?

III. Investigations

The CPSM study will assess investigations – both reactive and proactive. The CPSM team will explore the following questions:

- Staffing – Are there enough investigators available to handle the workload?
- Workload – What is the workload; how many cases do investigators handle; is the specialization appropriate?
- Effectiveness & Efficiency – How much time does it take to investigate cases? Are victims kept informed? Are cases cleared and offenders held accountable? How much overtime is spent?
- Intelligence – How is intelligence gathered and disseminated (inside and outside the department)? Does the investigations' function make use of intelligence?
- Civilianization opportunities – What are the potential areas for civilianization?
- Technological opportunities – Is technology being leveraged to improve investigations?
- Crime scene – Are crime scenes being processed efficiently, and are appropriate follow-up investigations being conducted?

Using the information compiled, CPSM will be able to recommend what level of investigation is needed should the Town form its own department and at what cost.

IV. Administration and Support

Once again, CPSM will evaluate every administrative and support unit in the police department. This evaluation will involve:

- Staffing.
- Workload.
- Civilianization possibilities.
- Cost saving opportunities.
- Outsourcing opportunities;
- Best practice comparisons and opportunities for improvement.

Position	Proposed Authorized	Proposed Added Positions
Sworn		
Captain	1	
Lieutenant	3	
Sergeant	13	1*
Patrol Officer	78	
K9	4**	
Billings Clinic	2	
STEP – Traffic (No K9s)	4***	
DBA	2	
Parks	1	
Total Sworn	108	1
Civilian		
Police Service Officer***	6	6
Total Civilian	6	
Total Authorized Personnel	114	7

Departments across the country are struggling with recruitment, retention, and attracting candidates for sworn positions. We will look at opportunities that the department can use non-sworn personnel for non-criminal activities and keep sworn officers available for calls for service requiring certified officers.

The CPSM team has subject matter experts in police management and administration and will explore administration and support activities in the area of professional standards (Internal investigations, hiring and recruitment, disciplinary system,

promotional system), training (both academy and in-service), records management, evaluating the critical, frequent, and high liability policies, facility, fleet, equipment, information technology, property management system, laboratory, planning and research, sick-time management, overtime, communications and dispatch, etc.

In general, we look at every unit identified as a discrete operational/support entity for the following:

- Describe the functions of the unit.
- Evaluate the performance of the unit. In most cases this is a quantitative evaluation, but in units not appropriate for quantification, a qualitative evaluation is provided
- Identification of improvement opportunities
- An evaluation and justification, and recommendation for appropriate staffing levels.

V. Operation of Evidence and Property

CPSM will conduct a review of the evidence room and evidential processes of the department. We will determine if there is adequate staffing and a technology system for managing property and evidence.

CPSM starts by looking at the intake process: When officers seize property or evidence what occurs next? How are items transported to the evidence facility and what are the next steps?

We will look to create totals for the workload of not only the evidence and property but other component functions of the department.

This data should be a performance benchmark, as it reflects an effective operation and the necessary workspace.

Evidence & Property Inventory, Intake, and Release, 2019

	Number of Items
Items in inventory	69,448
Items received	18,202
Items released/dispensed	19,807
Items awaiting disposition	647

VI. Duty to Intercede and Report, De-escalation Provisions

In recent years, law enforcement agencies nationwide have begun to include duty to intercede and report provisions in their use of force policies. Duty to intercede requires an officer to intercede if they witness a department member using force that is clearly beyond that which is necessary, as determined by an

objectively reasonable officer under the circumstances. A duty to report policy requires any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary to report such observation to a supervisor.

Sample Duty to Intercede and Report policy from Lexipol states:

Any officer present and observing another law enforcement officer or an employee using force that is clearly beyond that which is necessary, as determined by an objectively reasonable officer under the circumstances, shall, when in a position to do so, intercede to prevent the use of unreasonable force. Any officer who observes a law enforcement officer or an employee use force that potentially exceeds what the officer reasonably believes to be necessary shall promptly report these observations to a supervisor as soon as feasible.

In addition, de-escalation requirements have been incorporated into use of force policies. This policy requires officers to utilize de-escalation techniques, crisis intervention tactics, and other alternatives to force when feasible. "Feasible" has been defined for policy purposes in some jurisdictions as, "Reasonably capable of being done or carried out under the circumstances to successfully achieve the arrest or lawful objective without increasing risk to the officer or another person."

Review of Use of Force Incidents

CPSM will review policies that authorize deadly force when an officer is justified and what actions were taken in monitoring, documenting, and investigating police use of force.

Use of Force Incidents, 2017–2019

Year	Incidents	Policy Violations
2017	78	0
2018	90	1
2019	131	2
Total	299	3

VII. Organizational Culture

During the operational evaluation described above, organizational "themes" emerge. What does the department "think" about providing Sheriff's service to the community and how does this thinking align with the stated mission and department policies? How does the department interact with the community and internally with its own members? In general, what is the culture of the organization?

The culture of an organization reflects its members and the community it serves. Through focus groups, interviews, and observations, the CPSM team will evaluate operational readiness and need. This part of the CPSM study is critical to the overall success of the project as it provides a better understanding of the department and how the workload, staffing, and community dynamics shape the mission, goals, operations, and needs of the organization. In addition, as an option, every member of the department can be given the opportunity to participate in an anonymous survey. This survey is designed to understand the culture of the department, assess internal and external communications, and determine what it "thinks" about various elements of organizational life.

VIII. Health and Safety

Officer health and mental health are extremely important. In 2022, more officers died from suicide than in other line-of-duty incidents.

CPSM will review what programs the department has in place and during interviews, charrettes, and focus groups will seek to determine how those programs are being received.

IX. Performance Management

The overarching philosophy of the CPSM approach is to evaluate the department in terms of performance management. Identifying workload, staffing, and best practices is just the beginning. It is also important to assess the organization's ability to carry out its mission.

Essentially, does the department know its goals, and how does it know they are being met. It is very difficult for an organization to succeed at any given level of staffing unless it has a clear picture of success. How does the department "think" about its mission, how does it identify and measure what's important to the community, how does it communicate internally and externally, how does it hold managers accountable, and how does it know the job is getting done? The CPSM team will evaluate the department and make recommendations to assist with improving capacity in this area, if necessary.



PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the operations leads will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to the department for review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

This milestone begins the second phase of the proposed project by the City. Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to the department point of contact. Again, the department will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the department's comments and concerns are received by CPSM the combined final report will be delivered to the City within 15 days.

TOTAL ELAPSED TIME: 120 – 150 days

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM proposes to complete the comprehensive review and operational analysis of the police department for \$73,726, exclusive of travel. If the City contracts for the police, fire, and EMS studies, the pricing will be discounted by 10% because data can be gathered simultaneously with all of the projects. We anticipate the need for at least three in-person trips to the City.

Each phase of the project would be billed in three installments: 40% upon contract signing; 40% with delivery of draft data report and 20% with the delivery of the draft final report.

Because of the possibility of Covid or weather restrictions, CPSM will bill travel expenses at actual cost with no overhead or administrative fees applied. Should travel be restricted, CPSM has found work can be done using web-based platforms if necessary, but that charrettes and focus groups lose some of the robust participation developed through in-person interaction.

Deliverables

Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email, CD or both. The final reports will incorporate the operational findings as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person plus travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you further.

REFERENCES AND PAST & CURRENT E

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Fairfield	CA	Comprehensive Analysis of Police Services
Greenfield	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Milpitas	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services
Placentia	CA	Comprehensive Analysis of Police Services
Rohnert Park	CA	Comprehensive Analysis of Police Services
San Diego County	CA	EMS Study

San Jose	CA	Fire Study Review
San Jose	CA	Police Study Review
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Union City	CA	Comprehensive Analysis of Fire Services
Whittier	CA	Comprehensive Analysis of Police Services
Woodlands	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services
Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services

Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services

Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services
Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study

Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation
Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services

Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services

Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review

PROPOSAL FOR

COMPREHENSIVE ANALYSIS OF FIRE & EMS DEPLOYMENT

Duncanville, Texas



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CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
475 K STREET NW, SUITE 702 • WASHINGTON, DC 20001
WWW.CPSM.US • 616-813-3782

ICMA

Exclusive Provider of Public Safety Technical Services for
International City/County Management Association



February 26, 2024

David Kees
Assistant to the City Manager
203 E. Wheatland Road
Duncanville, TX 75116

Dear Mr. Kees;

The Center for Public Safety Management, LLC, (CPSM) as the exclusive provider of public safety technical assistance for the International City/County Management Association, is pleased to submit this proposal to the City of Duncanville, Texas for an analysis of the Fire and EMS services. The CPSM approach is unique and more comprehensive than ordinary accreditation or competitor studies.

From our discussion, the fire department is opening a new fire station that replaces Station 1 on West Camp Wisdom Road and will also deploys from Station 2 at 1530 St. Main Street. The Administration and Emergency Operation Center is located adjacent to Station 2. There are three vacancies in the department.

While 2012 was when the last personnel were added to the roster, the department continues to respond to a large number of calls for service. Last year they responded to more than 7,000 calls; in the last quarter they responded to 33 fire calls (14 building fires), 1313 Medical calls, and 406 other calls.

Like police and dispatch, fire and EMS departments across the country are reporting difficulties in attracting, retaining, and developing succession plans for staff.

In general, our analysis involves the following major outcomes:

- Conduct a data-driven forensic analysis to identify actual workload of stations, equipment, and personnel. We will quantify the Unit Hour Utilization rates for your EMS department.
- Identify and recommend appropriate staffing and deployment levels for every discrete operational and support function in the department.
- Conduct a risk analysis of your community and for the department.
- Unlike police departments, the key to successful fire and EMS deployment begins with an analysis of risk. The same areas that are used by underwriters for bonds and financing drive the deployment of fire and EMS resources: hazards, populations, and risks to all events.
- Perform gap analysis, comparing the "as is" state of the department to the industry's best practices.
- Recommend a management framework to ensure accountability, increased efficiency, enhanced safety for responders and the community, and improved performance.
- Determine staffing analysis using workload and performance for fire and EMS departments.

This proposal is specifically designed to provide the local government with a thorough and unbiased analysis of emergency services in your community. We have developed a unique approach by combining the experience of dozens of emergency services subject matter

experts. The team assigned to the project will have hundreds of years of practical experience managing emergency service agencies, a record of research, academic, teaching and training, and professional publications, and extensive consulting experience from hundreds of projects completed for municipalities nationwide. The team we assemble for you will be true "subject matter experts" with hands-on emergency services experience, not research assistants or interns.

ICMA has provided direct services to local governments worldwide for almost 100 years, which has helped to improve the quality of life for millions of residents in the United States and abroad. My colleagues at CPSM and I greatly appreciate this opportunity and would be pleased to address any comments you may have. I can be reached at 616-813-3782 or via email at twieczorek@cpsm.us.

Sincerely,



Thomas J. Wieczorek
Director
Center for Public Safety Management. LLC

THE ASSOCIATION & THE COMPANY

International City/County Management Association (ICMA)

The [International City/County Management Association \(ICMA\)](#) is a 110-year-old, non-profit professional association of local government administrators and managers, with approximately 13,000 members located in 32 countries.

Since its inception in 1914, ICMA has been dedicated to assisting local governments and their managers in providing services to their citizens in an efficient and effective manner. ICMA advances the knowledge of local government best practices with its [website](#), www.icma.org, publications, research, professional development, and membership.

Center for Public Safety Management (CPSM)

The ICMA [Center for Public Safety Management \(ICMA/CPSM\)](#), was launched by ICMA to provide support to local governments in the areas of police, fire, and Emergency Medical Services.

The Center also represents local governments at the federal level and has been involved in numerous projects with the Department of Justice and the Department of Homeland Security. In 2014 as part of a restructuring at ICMA, the Center for Public Safety Management (CPSM) spun out as a separate company and is now the exclusive provider of public safety technical assistance for ICMA. CPSM provides training and research for the Association's members and represents ICMA in its dealings with the federal government and other public safety professional associations such as [CALEA](#), [PERE](#), [IACP](#), [IFCA](#), [IPMA-HR](#), DOJ, BJA, COPS, NFPA, etc.

The Center for Public Safety Management, LLC maintains the same team of individuals performing the same level of service that it had for ICMA. CPSM's local government technical assistance experience includes workload and deployment analysis, using our unique methodology and subject matter experts to examine department organizational structure and culture, identify workload and staffing needs as well as industry best practices.

We have conducted over 400 such studies in 46 states and provinces and more than 275 communities ranging in population size 3,300 (Lewes, DE) to 800,000 (Indianapolis, IN).

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Center for Public Safety Management, LLC

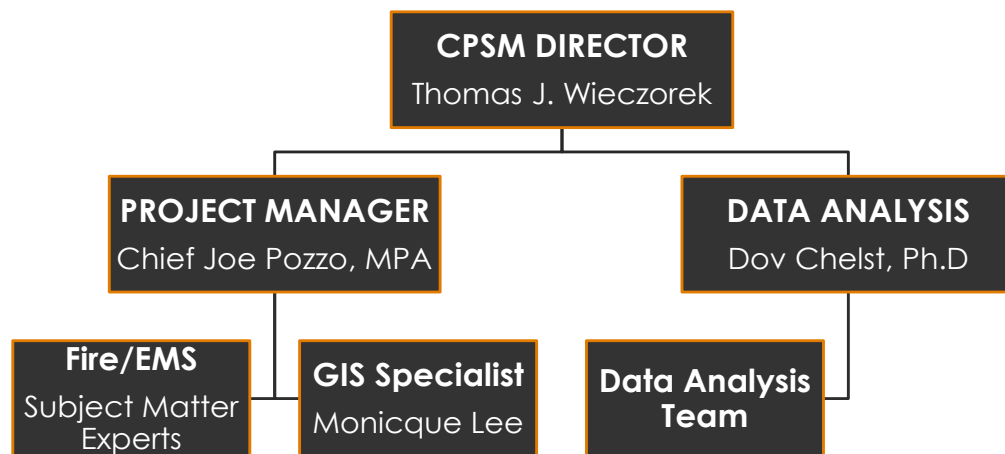
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THE CPSM DUNCANVILLE, TEXAS TEAM

For this project, CPSM will assemble a premier team of experts from a variety of Fire and Emergency Services disciplines from across the United States, and that have extensive Fire and EMS experience. The goal is to develop recommendations, provide alternatives, and develop action plans that will produce the outcomes necessary to provide Fire and EMS services consistent with the City's Vision and Department's Mission.

The City of Duncanville project team will consist of a project manager and several senior public safety experts selected from our staff to meet the specific needs of the municipality.

Project Management Organizational Chart



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CORPORATE COMPLIANCE UNIT

PROJECT MANAGER

THOMAS WIECZOREK

Director, Center for Public Safety Management; retired City Manager Ionia, MI; former Executive Director Center for Public Safety Excellence



BACKGROUND

Thomas Wieczorek is an expert in emergency services. He has served as a police officer, fire chief, director of public safety and city manager, and is former Executive Director of the Center for Public Safety Excellence (formerly the Commission on Fire Accreditation International, Inc.).

He has taught numerous programs for the International City-County Management Association, Grand Valley State University, the National Highway Traffic Safety Administration (NHTSA), State of Michigan's Transportation Asset Management Council, and Grand Rapids Community College. He often testified for the Michigan Municipal League

before the legislature and in several courts as an expert in police investigations and fire department management. He is the past president of the Michigan Local Government Manager's Association (MLGMA, now MME); served as the vice-chairperson of the Commission on Fire Officer Designation; served as ICMA's representative on the International Accreditation Service (IAS), a wholly owned subsidiary of the International Code Council (ICC); and currently serves on the NFPA 1710, 1730, and 1750 committees.

He worked with the National League of Cities and the Department of Homeland Security to create and deliver a program on emergency management for local officials titled, "Crisis Leadership for Local Government Officials." He also was a team with ICMA and FEMA that developed a program for disaster recovery with a focus on non-governmental involvement. He represents ICMA on the Emergency Management Assistance Compact (EMAC) Board and in other fire service participation areas.

He received the Mark E. Keane "Award for Excellence" in 2000 from the ICMA, the Association's highest award and was honored as City Manager of the Year (1999) and Person of the Year (2003) by the Rural Water Association of Michigan, and distinguished service by the Michigan Municipal League in 2005.

MANAGING PARTNER

LEONARD A. MATARESE, MPA, ICMA-CM, IPMA-CP

Director of Research and Project Development, Center for Public Safety Management



BACKGROUND

Mr. Matarese is a specialist in public sector administration with expertise in public safety issues. He has 44 years' experience as a law enforcement officer, police chief, public safety director, city manager and major city Human Resources Commissioner. He was one of the original advisory board members and trainer for the first NIJ/ICMA Community Oriented Policing Project which has subsequently trained thousands of municipal practitioners on the techniques of the community policing philosophy over the past 18 years. He has managed several hundred studies of emergency services agencies with attention to matching staffing issues with calls for service workload.

Recognized as an innovator by his law enforcement colleagues, he served as the Chairman of the SE Quadrant, Florida, Blue Lighting Strike Force, a 71 agency, U.S. Customs Service anti-terrorist and narcotics task force and as president of the Miami-Dade County Police Chief's Association – one of America's largest regional police associations. He represents ICMA on national projects involving the United States Department of Homeland Security, The Department of Justice, Office of Community Policing and the Department of Justice, Office Bureau of Justice Assistance. He has also served as a project reviewer for the National Institute of Justice and is the subject matter expert on several ICMA / USAID police projects in Central America. As a public safety director, he has managed fire / EMS systems including ALS transport. He was an early proponent of public access and police response with AEDs.

Mr. Matarese has presented before most major public administration organizations at annual conferences on numerous occasions and was a keynote speaker at the 2011 annual PERF conference. He was a plenary speaker at the 2011 TAMSEC Homeland security conference in Linköping, Sweden and at the 2010 UN Habitat PPUD Conference in Barcelona, Spain.

He has a master's degree in public administration and a bachelor's degree in Political Science. He is a member of two national honor societies and has served as an adjunct faculty member for several universities. He holds the ICMA Credentialed Manager designation, as well as Certified Professional designation from the International Public Management Association-Human Resources. He also has extensive experience in labor management issues, particularly in police and fire departments. Mr. Matarese is a life member of the International Association of Chiefs of Police and of ICMA.

KEY RESUMES FIRE AND EMS ANALYSIS TEAM

SENIOR MANAGER: FIRE AND EMS – PROJECT MANAGER

FIRE CHIEF, JOSEPH E. POZZO (RET.), MPA, CFOD, SHRM-SCP

Former Director of Public Protection for Volusia County, Florida; Former Assistant Director of Human Resources, Volusia County, FL; Former Deputy Director, Volusia County Department of Public Protection; former Director and Fire Chief, Volusia County, Florida, former Fire Chief, Loudon County, Virginia, former Fire Chief Portsmouth, Virginia.



BACKGROUND

Joe has a forty (40) year career in public service, and most recently served as the Director of Public Protection for Volusia County, Florida where he provided executive leadership to the Fire, EMS, Emergency Management, Corrections, Animal Control, and Beach Safety divisions. The Public Protection Department is the largest department in Volusia County and includes 945+ employees, an EMS Division that handles over 50,000 transports per year and utilizes Florida's first ever Nurse Triage system in the 911 Center, an all-hazards Emergency Management Division that specializes in coastal storm preparation and response, and a Fire Division that responds to 23,000 calls/year utilizing ALS staffed apparatus.

From March 2015 to September of 2018, Joe served as the Assistant Director of Human Resources for Volusia County, Florida (3,200 employees), where he managed the employee relations, benefits administration, and occupational health services functions and teams, as well as assist in the management and negotiation of six collective bargaining agreements/units. Joe was also involved in developing and implementing the county's Diversity and Inclusion initiative.

Joe has also served as the Deputy Director of the Department of Public Protection Volusia County, Florida, where he was responsible for the day-to-day operations of Fire, EMS, Emergency Management, Medical Examiner, Beach Safety, Corrections, and Animal Services. He was formerly Fire Chief of Volusia County Fire Services, where he developed and implemented a service model designed to introduce EMS transport into the agency, incorporate fleet efficiencies, and enhance the wild land/urban interface efforts.

Prior to Chief Pozzo's appointment in Volusia County in 2010, he served as the Chief of the Loudoun County Department of Fire and Rescue. This agency is a combination fire and rescue system providing fire, rescue, and emergency management services in one of the fastest growing counties in the nation. The fire and rescue system during Chief Pozzo's tenure provided these services to over 275,000 permanent residents living in 520 square miles of diverse suburban and rural area located within the National Capital Region. Services were executed through 450+ career staff 1400+ volunteer members operating out of 19 stations.

Prior to his appointment with Loudoun County, Chief Pozzo served as Chief of the Portsmouth Fire, Rescue and Emergency Services Department. This agency is one of the oldest professional departments on the eastern seaboard and served over 100,000 residents during Chief Pozzo's tenure. Chief Pozzo also served in the City of Virginia Beach, Va. Fire

Department for 19 years, reaching the level of Deputy Fire Marshal and then Battalion Chief prior to embarking on his career as a Fire Chief/Director.

Joe holds a Master of Public Administration degree from Troy University, a B.A. in Public Administration from Saint Leo University, and numerous public safety technical certifications. Chief Pozzo also holds the **Chief Fire Officer Designation** from the Center for Public Safety Excellence. **Since beginning with CPSM in 2011, Chief Pozzo has completed over 85 Fire, 911-Center, and EMS analyses for CPSM.**

SENIOR ASSOCIATE: FIRE SERVICES

CHIEF JOHN J. (JACK) BROWN (RET.), BA, MA, EFO

Former Emergency Management-911 Center Director, Arlington County, VA; Retired Assistant Chief of Operations, Fairfax County, VA.



BACKGROUND

Jack Brown's 40+ year public safety career includes 29 years with the Fairfax County, Virginia Fire & Rescue Department, where he retired as Assistant Fire Chief of Operations. He served in a number of operational and staff positions, including the Office of the Fire Marshal where he attained NFPA certification as a Fire Inspector II and Fire Investigator. As an investigator, he conducted post fire and post blast investigations, assisting in the prosecution of offences involving arson and illegal explosives. He served as a Planning Section Chief and Task Force Leader for the Fairfax County Urban Search and Rescue Task Force (VA TF-1). He deployed to Nairobi, Kenya as Plans Chief in response to the 1998 embassy bombing and as Task Force Leader on a deployment to Taiwan in response to an earthquake in 1999.

Upon his retirement from Fairfax County in 2000, he became the Assistant Chief for the Loudoun County Department of Fire, Rescue and Emergency Management, where he led a team of firefighters to the Pentagon on 9/11 and assisted the Arlington County Fire Department as the initial Planning Section Chief for the incident. Jack served as Planning Section Chief on a Northern Virginia multi-jurisdictional emergency management task force that reestablished the New Orleans Emergency Operations Center just after Hurricane Katrina. He retired from Loudoun County in 2006 to pursue a career in emergency management.

Brown retired from the Coast Guard Reserve as a Chief Warrant Officer 4, specializing in port safety and security, with 33 years of combined Army and Coast Guard Reserve service. After 9/11, he served on active duty for 47 months, including 15 months in the Middle East. He received the Bronze Star Medal for actions in Baghdad, Iraq while supporting combat operations during Operation Iraqi Freedom.

Brown holds a bachelor's degree in Fire Science Administration from the University of Maryland and a master's degree in quality systems management from the National Graduate School, Falmouth, Massachusetts. He is a 1997 graduate of the National Fire Academy's Executive Fire Officer Program at the National Emergency Training Center, Emmitsburg, Maryland. He has been an adjunct professor at the Northern Virginia Community College and the University of the District of Columbia in the Fire Science curriculums. He is a graduate of the Executive Leadership Program in the Center for Homeland Defense and Security at the Naval Postgraduate School, Monterey, California. **Since beginning with CPSM in 2013, Chief Brown has completed over 25 Fire, 911-Center, and EMS analyses for CPSM.**

SENIOR ASSOCIATE: EMERGENCY MEDICAL SERVICES

EXECUTIVE DIRECTOR, JASON BRADY, DBA, MBA, MICP, NRP, CCEMT-P, CSSBB

Executive Director, Emergency Medical Services for University Hospital – Newark, NJ;
Former Director of EMS for Volusia County, Florida; Former Director of Emergency Medical Services, Macon, GA; Former Special Operations Paramedic Grady EMS, Atlanta GA
Former Deputy Fire Chief, Lawrenceville, VA; Former Chief Flight Paramedic West Chicago, IL;
Former Director of Operations, RMT Schaumburg, IL.



BACKGROUND

Director Brady has a thirty (30) year career in public service, and currently serves as the Executive Director of EMS for University Hospital – Newark, NJ where he provides executive leadership to ground ALS / BLS 911 operations, NJ State Police Medivac program (JEMSTAR), FBI-Newark SWAT Blue Team – medical coordination unit, New Jersey Task Force Operations, EMS Urban Heavy & Technical Rescue Operations, New Jersey Port Authority Operations for both Liberty International Airport and the Newark Seaport. Additionally, Director Brady oversees the Northern New Jersey Medical Coordinating

Center (MCC) which involves medical surveillance activities for over 35 hospitals, and lastly Director Brady oversees the UHEMS Special Operations Group (SOG) with special emphasis on preparedness, emergency operational strike teams that are multidisciplinary. University Hospital EMS has approximately 300 Full-Time Staff Members, forty-five (45) Ambulances, and answers over 110K calls for service annually.

From July of 2019 through July of 2021 Director Brady served as the Director of EMS for Volusia County Florida. In this roll Director Brady modernized fleet operations, championed for advanced equipment, training and employee engagement. Director Brady's time made a lasting impact with significant innovative practices to allow Volusia County EMS to reach both operational and clinical high performance that meets best practices nationally. Volusia County's service area includes 1200 Square Miles with Urban and Rural landscape. Volusia County operates 28 ambulances at peak time, has nearly 250 uniformed personnel and responses to approximately 75K calls for service annually.

Prior to Director Brady's appointment in Volusia County in 2019, he served as the EMS Director of Navicent Health. This agency is a hospital Based 911 EMS agency. Navicent Health is the second largest Hospital in Georgia and is a primary tertiary center with Level 1 Trauma Center. Navicent EMS provides coverage to an area of just over 1200 square miles that encompassed four (4) counties. Navicent Health EMS answers approximately 80K calls for service a year with a fleet size of 37 ambulances including three Neonatal Specialty Transport ambulances in support of Navicent's Children's Hospital which responded to calls for service for twenty-six counties across Central and South GA.

Director Brady has also served in Fire and EMS agencies in Virginia, and Illinois in various roles that include Chief Flight Medic, Senior Paramedic, QA/QI/Training Coordinator, and Director of Operations.

Director Brady holds the Degree of Doctor off Business Administration in Healthcare Administration from Liberty University, a Master of Business Administration from Southern New Hampshire University, and a Bachelor of Science in Health Science in Emergency Medical Services Management from The George Washington University. Jason is a Nationally Registered Paramedic, a New Jersey Licensed MICP, and Certified Fire Fighter in New Jersey, Virginia & Georgia. Jason is a Certified Six Sigma Black Belt in process improvement and currently preparing for his Project Manager Professional (PMP) global exam. **Since beginning with CPSM in**

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2021, Director Brady has served as a subject matter expert on over ten EMS analyses for CPSM.

ASSOCIATE: COMMUNITY RISK

CHIEF DONALD S. (STEVE) COLLINS (RET), BS

Retired Fire Chief, Fort Rucker Fire & Emergency Services, Alabama



BACKGROUND

Steve has a forty-five (45) year career with federal and municipal fire services, retiring with 34 years of federal civil service with the U.S. Army.

Since his retirement he has remained active in the emergency services arena, most recently with Booz, Allen, and Hamilton as a Senior Consultant under two different contracts. First as a Mission Assurance Fire Protection Analyst where he provided professional services for the U.S. Army Installation Management Command conducting Army installation protection program assessments, specifically assessing department management, fire, and Haz-Mat response capabilities, E-911 and fire prevention services. Next, Steve was assigned to a U.S. Air Force contract where he assisted in the review/update of the automated Fire Emergency Services Information Management System.

From July 2012 to September 2014, Steve served as the E-911 Systems Coordinator for the City of Dothan/Houston County (AL) Communications District Board with responsibility for the management and administration of the E-911 communication system. Steve served as liaison between the Board and the County Volunteer Firefighters Association representing 14 VFDs. During his tenure Steve was tasked with developing a plan for a joint City/County Emergency Communications Center encompassing two PSAPs and the County EMA office.

At the time of his retirement from civil service, Steve served as Chief of the Fort Rucker, AL Fire and Emergency Services, (F&ES). He also served as Deputy Chief of the department prior to his promotion to Fire Chief. Fort Rucker is the Home of Army Aviation providing all helicopter pilot training for the U.S. Army. Fort Rucker F&ES provides fire suppression, EMS, aircraft rescue firefighting, Haz-Mat, confined space rescue and fire prevention services to the Fort Rucker community. The department is the largest in the U.S. Army with a staff of 233 personnel operating from 21 stations. As Fire Chief he developed a program to expand EMS to all 21 stations on post. In addition, Chief Collins secured multi-year funding to replace an aging fleet of ARFF crash trucks at 15 fire stations with smaller twin-agent rapid intervention vehicles designed for the stage-field response environment.

Prior to his move to Fort Rucker F&ES Steve served as the Fire Protection Specialist for the U.S. Army Training and Doctrine Command (TRADOC) at Fort Monroe, VA. In this capacity he served as technical advisor and provided guidance in all areas of fire protection and prevention to the TRADOC command staff. Steve was responsible for conducting fire protection program evaluations against DoD and Army core competencies across 15 Army installations. Steve has also served as Fire Chief at Fort Story Fire Department in Virginia Beach, VA, Assistant Chief, Operations at Fort Lee, VA and Fire Chief at Sierra Army Depot, CA.

Steve is a U.S. Air Force veteran having served as a structural and aircraft rescue firefighter.

Steve has a Bachelor of Science degree in Fire Science/Administration from the University of Maryland University College and an associate degree in Fire Science from Thomas Nelson Community College. **Since beginning with CPSM in 2023, Steve has completed several Community Risk Assessments as an associate for CPSM.**

ASSOCIATE: FIRE AND EMS

DEPUTY FIRE CHIEF MATT GUSTAFSON (RET), BS

Former Deputy Chief for Sonoma County Fire District; Former Battalion Chief and Fire Marshal for Central Fire Authority of Sonoma County (Windsor and Rincon Valley Fire Districts); Former Acting Assistant Fire Chief for Central Fire Authority of Sonoma County; Former Battalion Chief and Fire Marshal for Windsor Fire Protection District; Former Assistant Chief and Director of Security for Lucasfilm LTD / Skywalker Ranch Fire Brigade. Currently serving as an adjunct fire technology instructor at the Santa Rosa Jr. College.



BACKGROUND

Matt has a forty-year career in public and private fire service, and most recently retired as a Deputy Chief with the Sonoma County, CA Fire District. Deputy Chief Matt Gustafson started his career as a volunteer firefighter for the City of Larkspur (CA). Matt was later hired at Lucasfilm LTD to help create a new fire, safety, and security division for the Skywalker Ranch / Lucasfilm complexes. Matt gained extraordinary experience and education in private emergency services as well as motion-picture film and TV entertainment safety. Matt worked his way up to Assistant Fire Chief and Head of

Safety/Security for the Skywalker Ranch complex.

In 1998, Matt was hired with Windsor Fire Protection District as a Battalion Chief / Fire Marshal. As Battalion Chief, Matt managed fire station crews, administrative staff and respond to greater alarm incidents ultimately for two fire districts under a Joint Powers Agreement (JPA). Matt managed employee performance and relations, facilities, and policy development. During this time, Matt founded the Sonoma County Fire Chief Operation section which led to more common county-wide tactics and strategies, strike team and county-wide resource management. As Fire Marshal, Matt performed plan review and fire and life safety inspections for new building projects and events for a rapidly growing community. Matt managed fire investigations, public relations, and community risk reduction programs. Matt worked closely effectively with the public, building officials, planners, developers, other fire officials, city officials, and elected officials. Matt served as president of the Sonoma County Fire Prevention Officers and facilitated the "single code" (one fire code for the entire county) project. Matt also served as acting assistant fire chief for several years and routinely filled in for the fire chief. Matt managed a LEED/Green certified new fire station project, added staffing, built employee relations, created strategic plans, team building programs, fee schedules, mitigation revenues, and a career succession program.

In most recent years, Matt has helped manage complex annexations and mergers resulting in five struggling agencies to become one cohesive agency and increasing services from BLS to ALS. Matt has also spent a great deal of time helping the district and the community regain footing after four back to back large incidents, namely the Tubbs (2018), Kincade (2019), Walbridge, Glass, Lightning Complex (2020) fires.

In August 2021, Matt retired as the district continued to blossom with a solid budget, high employee morale, very good public relations, robust loss-prevention program and with the district overall poised for additional expansions. Matt is currently an adjunct fire officer instructor and oversees firefighter and EMT internships for the Santa Rosa Jr. College.

Matt has an AAS in Fire Science Technology, a Bachelor of Science degree in Fire Administration and Prevention (Magna Cum Laude), Fire Officer Certification, and is a Master Instructor within the California State Fire Service Training and Education System. **Since beginning with CPSM in 2022, Matt has participated in several Fire and EMS Analyses as an associate for CPSM.**

DATA ASSESSMENT TEAM

DATA ASSESSMENT TEAM – PROJECT LEADER

DOV CHELST, PH.D.

Director of Quantitative Analysis



BACKGROUND

Dr. Chelst is an expert in analyzing public safety department's workload and deployment. He manages the analysis of all public safety data for the Center. He is involved in all phases of The Center's studies from initial data collection, on-site review, large-scale dataset processing, statistical analysis, and designing data reports. To date, he has managed over 140 data analysis projects for city and county agencies ranging in population size from 8,000 to 800,000.

Dr. Chelst has a Ph.D. Mathematics from Rutgers University and a B.A. Magna Cum Laude in Mathematics and Physics from Yeshiva University. He has taught mathematics, physics, and statistics, at the university level for 9 years. He has conducted research in complex analysis, mathematical physics, and wireless communication networks and has presented his academic research at local, national, and international conferences, and participated in workshops across the country. **Dr. Chelst has been with the firm since its inception and has completed over 350 data analyses for ICMA/CPSM.**

PUBLIC SAFETY DATA ANALYST

XIANFENG LI, PH.D.



BACKGROUND

Dr. Xianfeng Li is a professional computational scientist and certified SAS programmer with a wealth of knowledge and research experience in Complex System Modeling, Data Analysis, and Statistical Physics. He is highly qualified in various coding programs and has earned numerous data science certifications. He previously worked as a Research Associate and Postdoctoral Fellow. Dr. Li earned his Ph.D. and master's degree in Polymer Science within the Institute of Chemistry from the Chinese Academy of Sciences in Beijing. He earned his bachelor's degree in chemistry at Jilin University in Changchun. **Since joining CPSM in 2019, Dr. Li has completed over 40 public safety data analyses.**

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PUBLIC SAFETY DATA ANALYST-GIS

MONICQUE LEE, MS, BS

BACKGROUND

Ms. Lee has extensive experience in the areas of data and geospatial analysis, hydrographic data processing, mapping platforms, and project management. She has worked as a GIS consultant, and with the U.S. Army Corps of Engineers where she received a U.S. Army commendation, and the United States Geological Survey, Grand Canyon Monitoring and Research Center. Ms. Lee has a Master of Science in Geographic Information Science & Technology. ***Since joining CPSM in 2021, Monique has provided GIS mapping services in over 20 Fire and EMS analyses.***

PROJECT SCHEDULE

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, identifying agency point of contacts and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the operations leads will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact on the delivery of the final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data is accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to the department for review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

Subject matter experts will perform a site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to the department point of contact. Again, the department will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

TOTAL ELAPSED TIME: 120 – 170 days

FIRE AND EMS PROPOSAL

The Fire and EMS proposal, much like the Police proposal, is specifically designed to provide the City of Duncanville with a thorough and unbiased analysis of Fire and EMS services. The Fire and EMS team will implement the same unique approach as the Police team, which is combining the many years' experience of our Fire and EMS subject matter experts operating in and managing Fire and EMS departments across the country.

For consistency, our fire and EMS analysis project approach and analysis methodology includes a comprehensive response time, workload, and resiliency data analysis that includes 3-year trends, community risk assessment, demographics and growth analysis, and critical tasking and effective response force analysis. These and other Standards of Cover analysis components are staples in our Fire and EMS operational analysis projects and will link directly to operational staffing, apparatus deployment, and station locations (current and future).

Additionally, these concepts will draw CPSM into a critical analysis of administrative and technical program staffing that includes community risk reduction, training, logistics, and IT. Through this methodology, CPSM will identify the strengths of the Duncanville Fire Department as well as the weaknesses, issues and challenges faced by the organization, and opportunities that can create greater effectiveness of internal and external service deliverables, and then ultimately to the citizens and visitors of the city.

CPSM has worked meticulously to develop public safety consulting services that are non-biased, fact-based, and measured against national standards and best practices.

The following outlines the wide range of Fire and EMS analyses and services we have completed or are engaged with in the most recent three-year period.

- City of Baraboo, WI
- Springfield, IL
- El Mirage, AZ
- Tooele City, UT
- Tooele County, UT
- National City, CA
- Brownsville, TX
- Roswell, GA
- Kalispell, MT
- Minot, ND
- Cocoa Beach, FL
- Celina, TX:
- Mt. Pleasant, MI
- Rialto, CA
- Sterling Heights, MI
- McGregor, TX
- Petaluma, CA
- Plymouth, MA
- Darien, CT
- Upper Arlington, OH
- Haverhill, MA
- Battle Creek, MI
- Biddeford, ME
- Garland, TX
- Haverford, PA
- Pelham, AL
- Jupiter, FL
- Northville-Plymouth, MI
- Fair Oaks Ranch, TX
- Richardson, TX
- Prince George's County, MD
- Chatham County, GA

The project team selected for the Duncanville, TX Fire and EMS Analysis project offers years of practitioner, first line supervisory, middle management, and senior leadership experience in the fire, rescue, and EMS disciplines; a record of research, academic, teaching and training; and a firm that has extensive consulting experience completing over 200 Fire and EMS studies nationwide.

Our team comprises true industry subject matter experts, not research assistants, interns, or generic management consultants. Our operational assessments reflect lessons learned and best practices from the hands-on fire, rescue, and EMS experience of our experts have.

Chief Joe Pozzo will serve as the project lead. Chief Pozzo has performed over 85 Fire and EMS analyses and has national project experience including Fire Administrative and Operational Analysis, Standards of Cover, Strategic Plan, and Workforce Assessment project experience to include the recently completed Garland Fire Department Fire Master Plan and Celina Fire Department Standards of Cover. Chief Pozzo is also serving as project lead for the Richardson Fire Department Fire and EMS Master Plan.

CPSM has worked meticulously to develop public safety consulting services that are non-biased, fact-based, and measured against national standards and best practices. ***Our experience in Texas includes a recent Fire and EMS Master Plan for the Garland Fire Department and a Standards of Cover for the Celina Fire Department. Also, we have completed similar projects in Brownsville, Conroe, and Sugar Land. We are currently working on a Fire EMS Master Plan for the Richardson Fire Department and completing a Fire and EMS analysis for Fair Oaks Ranch.***

Our overall project approach when conducting Fire and EMS analyses and assessments consistently includes:

Information and Data Collection – CPSM has developed several information gathering tools and techniques we utilize for our projects. These include information/data requests directed to the client, computer aided dispatch (CAD) and records management system data, surveys, and stakeholder meetings.

Inclusive Stakeholder Approach – As we do on every project, we will meet with and continuously communicate with the appropriate stakeholders for a wholistic understanding of the project, the jurisdiction, and any issues and challenges that may exist.

Fact Based Approach – CPSM is a fact based and data driven consultant organization, relying on information and data we receive from our clients, extract from our research, and as outlined in national standards and science/evidence based best practices.

Producing high-quality and efficient Fire and Emergency Services analyses involves collaboration among stakeholders, accurate data provision by the client, collection, and analysis by CPSM, and a commitment to the established timelines. In the last three years, CPSM has delivered over twenty comprehensive Fire and EMS Analyses that have provided local governments with alternatives and solutions to their Fire and EMS issues, challenges, and service deliverables, which have a focus on providing efficient and effective services as benchmarked against community expectations, ability to fund, and national benchmarks.

Our client commitment and project focus are evidenced through what former clients have stated regarding our work. Here is what our Fire and EMS clients say about us:

Brenda Cobbins, Assistant County Manager, Wyandotte-Kansas City, Kansas Unified Government

"CPSM far exceeded our expectations. The knowledge, experience and professionalism demonstrated by this company is a rare assemblage of true subject matter experts that understand the intricacies of public safety in municipalities."

Assistant Chief Eric Everson, Celina, TX Fire Department

"The organizational study conducted by CPSM proved to be a transformative experience for the Celina Fire Department. Through their meticulous analysis, comprehensive assessments, and insightful recommendations, CPSM helped us gain a deeper understanding of our organizational strengths, weaknesses, and opportunities for improvement."

One of the most notable aspects of CPSM's approach was their commitment to tailoring their methodology to meet our specific needs and challenges. They took the time to engage with our department personnel, gather relevant data, and conduct thorough assessments of our operations, culture, and performance metrics."

PROPOSED FEES

The quotation of fees and compensation shall remain firm for a period of 90 days from this proposal submission.

CPSM will conduct the analysis of the fire/EMS department for \$49,760 exclusive of travel. The project would be billed in three installments: 40% upon contract signing; 40% with delivery of the draft fire data analysis; and the remaining 20% with delivery of the draft final report. Following delivery of the draft reports, the city will have 30 days to provide comments as to accuracy, and a final report will be delivered within 30 days of the comment period.

Because of the possibility of Covid restrictions, CPSM will bill travel expenses at actual cost with no overhead or administrative fees applied. Should travel be restricted, CPSM has found work can be done using web-based platforms if necessary, but that charrettes and focus groups lose some of the robust participation developed through in-person interaction.

Deliverables

Draft reports will be provided for department review in electronic format.

To be ecologically friendly, CPSM will deliver the final report in computer readable material either by email, CD or both. The final reports will incorporate the operational findings? as well as data analysis. Should the municipality desire additional copies of the report, CPSM will produce and deliver whatever number of copies is requested, which will be invoiced at cost.

Should the local government desire additional support or in-person presentation of findings, CPSM will assign staff for such meetings at a cost of \$2,500 per day/per person plus travel expenses.

CONCLUSION

Part of ICMA's mission is to assist local governments in achieving excellence through information and assistance. Following this mission, Center for Public Safety Management, LLC acts as a trusted advisor, assisting local governments in an objective manner. CPSM's experience in dealing with public safety issues combined with its background in performance measurement, achievement of efficiencies, and genuine community engagement, makes CPSM a unique and beneficial partner in dealing with issues such as those being presented in this proposal. We look forward to working with you.

PAST & CURRENT ENGAGEMENTS

LOCALITY	ST	PROJECT DESCRIPTION
Edmonton	AB	Comprehensive Analysis of Fire Services.
Leduc	AB	Fire Consolidation Plan
Leduc	AB	Comprehensive Analysis of Fire Services.
Kenai	AK	Comprehensive Analysis of Fire Services
Anniston	AL	Comprehensive Analysis of Police Services
Auburn	AL	Comprehensive Analysis of Fire Services
Auburn	AL	Comprehensive Analysis of Police Services
Dothan	AL	Comprehensive Analysis of Police Services
Casa Grande	AZ	Comprehensive Analysis of Police Services
Florence	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Police Services
Lake Havasu City	AZ	Comprehensive Analysis of Fire Services
Florence	AZ	Comprehensive Analysis of Police Services
Pinal County	AZ	Comprehensive Analysis of Sheriff's Office
Prescott	AZ	Comprehensive Analysis of Fire Services
Prescott	AZ	Comprehensive Analysis of Police Services
Queen Creek	AZ	Police Strategic Plan
Queen Creek	AZ	Comprehensive Analysis of Fire services
Scottsdale	AZ	Comprehensive Analysis of Police Services
Tucson	AZ	Comprehensive Analysis of Police Services
Youngtown	AZ	Comprehensive Analysis of Police Services
Alameda	CA	Comprehensive Analysis of Fire Services
Alameda	CA	Comprehensive Analysis of Police Services
Burbank	CA	Analysis of Investigations Workload / Staffing
Carlsbad	CA	Comprehensive Analysis of Police Services
El Centro	CA	Comprehensive Analysis of Police Services
Fairfield	CA	Comprehensive Analysis of Police Services
Greenfield	CA	Comprehensive Analysis of Police Services
Hermosa Beach	CA	Comprehensive Analysis of Fire services
Hermosa Beach	CA	Comprehensive Analysis of Police Services
Laguna Woods	CA	Review of Sheriff's Office Service
Milpitas	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Police Services
Morgan Hill	CA	Comprehensive Analysis of Fire Services
Palm Desert	CA	Comprehensive Analysis of Fire Services
Palo Alto	CA	Comprehensive Analysis of Fire Services

Placentia	CA	Comprehensive Analysis of Police Services
Rohnert Park	CA	Comprehensive Analysis of Police Services
San Diego County	CA	EMS Study
San Jose	CA	Fire Study Review
San Jose	CA	Police Study Review
San Mateo	CA	Dispatch Operations Review
Santa Ana	CA	Comprehensive Analysis of Police Services
Santa Clara	CA	Comprehensive Analysis of Police Services
Santa Cruz	CA	Comprehensive Analysis of Police Services
Santa Monica	CA	Police Chief Selection
Santa Rosa	CA	Performance Measurement Analysis
Stockton	CA	Comprehensive Analysis of Police Services
Stockton	CA	Comprehensive Analysis of Fire Services
Union City	CA	Comprehensive Analysis of Fire Services
Whittier	CA	Comprehensive Analysis of Police Services
Woodlands	CA	Police Chief Selection
Yuba City	CA	Comprehensive Analysis of Fire Services
Yuba City	CA	Comprehensive Analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Police Services
Federal Heights	CO	Comprehensive analysis of Fire Services
Littleton	CO	Comprehensive Analysis of Fire Services
Steamboat Springs	CO	Comprehensive Analysis of Fire Services
Cheshire	CT	Police Management Review
Southington	CT	Comprehensive Analysis of Fire Services
Dover	DE	Comprehensive Analysis of Police Department
Dover	DE	Comprehensive Analysis of Fire Services
Alachua	FL	Expert Witness Law Enforcement Issues
Tamarac	FL	Analysis of Sheriff's Contract Services
Inverness	FL	Comprehensive Analysis of Fire Services
Delray Beach	FL	Comprehensive Analysis of Police Services
Delray Beach	FL	Comprehensive Analysis of Fire Services
Dunedin	FL	Police Consolidation Review
Hollywood	FL	Police Internal Affairs Review
Indian River Shores	FL	Public Safety Staffing Analysis
Indian River Shores	FL	Public Safety Study
Jacksonville Bch	FL	Police Chief Selection
Jupiter	FL	Police and Fire
Hobe Sound	FL	Public Safety Consolidation
Kenneth City	FL	Comprehensive Analysis of Police Services
Miami Beach	FL	Comprehensive analysis of Fire Services
Naples	FL	Presentation
North Port	FL	Comprehensive Analysis of Police Services

Orlando	FL	Expert Witness Law Enforcement Issues
Land O' Lakes	FL	Comprehensive analysis of Fire Services
New Port Richey	FL	Sheriff Budget Analysis
Pompano Beach	FL	Comprehensive Analysis of Police Services
Venice	FL	Comprehensive Analysis of Fire Services
Kingsland	GA	Comprehensive Analysis of Fire Services
Kingsland	GA	Fire Consolidation St Marys
Woodbine	GA	Police Consolidation Study
Garden City	GA	Preliminary Analysis Public Safety Merger
Johns Creek	GA	Analysis of Fire Services
Kingsland	GA	Fire Consolidation Study
Sandy Springs	GA	Comprehensive Analysis of Police Department
St. Marys	GA	Fire Consolidation Study
Boone	IA	Public Safety Consolidation
Boone	IA	Performance Measurement of Municipal
Hayden	ID	Comprehensive Analysis of Police Services
Jerome	ID	Analysis of Police Services
Algonquin	IL	Performance Measurement Analysis
Glenview	IL	Comprehensive Analysis of Police & Fire Services
Glenview	IL	Comprehensive Analysis of Police Services
Glenview	IL	Dispatch Operations Review
Highland	IL	Comprehensive Analysis of Fire Services
Highland Park	IL	Comprehensive Analysis of Fire Consolidation
Highwood	IL	Comprehensive Analysis of Fire Consolidation
Lake Bluff	IL	Analysis of Fire Consolidation
Lake Bluff	IL	Fire Data Review
Lake Forest	IL	Analysis of Fire Consolidation
Lake Zurich	IL	Comprehensive Analysis of fire services
Naperville	IL	Workload, Staffing & Schedule Design
Roseville	IL	Comprehensive Analysis of Police Services
Skokie	IL	Police Study
Western Springs	IL	Comprehensive Analysis of Police Services
Indianapolis	IN	Police Workload & Deployment Services
Plainfield	IN	Comprehensive Analysis of Police Services
Topeka	KS	Preliminary review of Fire Department
Northborough	MA	Comprehensive Analysis of Police Services
Northborough	MA	Comprehensive Analysis of Fire Services
Cambridge	MD	Performance Measurement Study
Annapolis	MD	Comprehensive Analysis of Police Services
Ocean City	MD	Dispatch Operations Review
Ann Arbor	MI	Comprehensive Analysis of Fire Services
Auburn Hills	MI	Comprehensive Analysis of Fire Services

Auburn Hills	MI	Comprehensive Analysis of Police Services
Benton Harbor	MI	Public Safety Consolidation
Chesterfield	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Police Services
Lansing	MI	Comprehensive Analysis of Fire Services
Detroit	MI	Police Department Review
Douglas	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive Analysis of Fire Services
Flint	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Police Services
Grand Rapids	MI	Comprehensive Analysis of Fire Services
Kingsley	MI	Comprehensive Analysis of Fire Services
Interlochen	MI	Comprehensive Analysis of Fire Services
Grosse Pointe	MI	Public Safety Consolidation
Grosse Pointe	MI	Public Safety Consolidation
Hamtramck	MI	Police Study
Grand Rapids	MI	Comprehensive Analysis of Police & Fire Services
Grand Rapids	MI	Analysis of Police Services Consolidation
Kentwood	MI	Analysis of Fire Services Consolidation
Flint	MI	Comprehensive Analysis of Police Services
Flint	MI	Comprehensive analysis of Fire Services
Novi	MI	Comprehensive Analysis of Police Services
Novi	MI	Comprehensive analysis of Fire Services
Kalamazoo	MI	Police Workload / Contract for Services Analysis
Petoskey	MI	Public Safety Consolidation
Plymouth	MI	Fire Services Consolidation
Plymouth	MI	Fire Service Analysis
Royal Oak	MI	Comprehensive Analysis of Police Services
Royal Oak	MI	Comprehensive Analysis of Fire Services
Saginaw	MI	Comprehensive Analysis of Police Services
Saginaw	MI	Comprehensive Analysis of Fire Services
Vicksburg	MI	Financial Analysis of Fire Authority
Saint Joseph	MI	Public Safety Consolidation
Sturgis	MI	Public Safety Analysis
Troy	MI	Comprehensive Analysis of Police Services
Troy	MI	Review of Fire Administration and Inspections
Wyoming	MI	Comprehensive Analysis of Police Services 2012
Wyoming	MI	Comprehensive Analysis of Fire Services 2012
Wyoming	MI	Comprehensive Analysis of Police Services 2009
Wyoming	MI	Comprehensive Analysis of Fire Services 2009
Mankato	MN	Public Safety Study
Moorhead	MN	Comprehensive Analysis of Fire Services

Saint Cloud	MN	Police Strategic Planning Review
Saint Cloud	MN	Comprehensive Analysis of Police Services
Brentwood	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Comprehensive Analysis of Fire Services
Saint Louis	MO	Comprehensive Analysis of Police Services
Saint Louis	MO	Standard of Response / risk assessment
Bozeman	MT	Fire Protection Master Plan
Bald Head Island	NC	Public Safety Staffing Review
Bald Head Island	NC	Public Safety Consolidation
Chapel Hill	NC	Comprehensive Analysis of police services
Cornelius	NC	Fire Consolidation Study
Davidson	NC	Fire Consolidation Study
Greenville	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Fire Services
Oxford	NC	Comprehensive Analysis of Police Services
Rocky Mount	NC	AED Grant assistance
Rocky Mount	NC	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Police Services
Grand Island	NE	Comprehensive Analysis of Fire Services
South Sioux City	NE	Fire Services Strategic Plan
East Brunswick	NJ	EMS Study
Oradell	NJ	Comprehensive Analysis of Police Services
Paterson	NJ	Comprehensive Analysis of Police Services
South Orange	NJ	Comprehensive Analysis of Police Services
Westwood	NJ	Comprehensive Analysis of Police Services
Bernalillo	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Fire Services
Las Cruces	NM	Comprehensive Analysis of Police Services
Ruidoso	NM	Comprehensive Analysis of Police Services
Boulder City	NV	Police Organizational Study
Henderson	NV	Comprehensive Analysis of Police Services
Las Vegas	NV	Comprehensive Analysis of Fire Services
North Las Vegas	NV	Fire Workload Analysis
Bria Cliff Manor	NY	Analysis of police consolidation
Garden City	NY	Comprehensive Analysis of Fire Services
Long Beach	NY	Comprehensive Analysis of Fire and EMS services
Armonk	NY	Comprehensive Analysis of Police Services
Oneonta	NY	Comprehensive Analysis of Fire and EMS services
Oneonta	NY	Fire Apparatus Review
Orchard Park	NY	Comprehensive Analysis of Police Services
Ossining	NY	Analysis of police consolidation
Ossining	NY	Analysis of police consolidation

Rye	NY	Police Chief Selection
Watertown	NY	Comprehensive Analysis of Fire Services
Cincinnati	OH	Police Dispatch Review
Dayton	OH	Police Internal Affairs Review
Huron	OH	Comprehensive Analysis of Police Services
Huron	OH	Comprehensive Analysis of Fire Services
Independence	OH	Comprehensive Analysis of Police Services
Independence	OH	Comprehensive Analysis of Fire Services
Sandusky	OH	Fire Study
Sandusky	OH	Police Study
Broken Arrow	OK	Comprehensive Analysis of Police Services
Broken Arrow	OK	Comprehensive Analysis of Fire Services
Edmond	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Police Services
Jenks	OK	Comprehensive Analysis of Fire Services
Muskogee	OK	Comprehensive Analysis of Police Services
Tulsa	OK	Comprehensive Analysis of Fire Services
Bend	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Comprehensive Analysis of Fire Services
Grants Pass	OR	Comprehensive Analysis of Police Services
Grants Pass	OR	Public Safety Strategic Plan Development
Ontario	OR	Comprehensive Analysis of Police Services
Ontario	OR	Comprehensive Analysis of Fire Services
Mohnton	PA	Comprehensive Analysis of Police Services
Mohnton	PA	Police Chief Selection
Ephrata	PA	Comprehensive Analysis of Police Services
Farrell	PA	Comprehensive Analysis of Police Services
Jamestown	PA	Comprehensive Analysis of Police Services
Wrightsville	PA	Comprehensive Analysis of Police Services
Lancaster	PA	Police Study
Berwyn	PA	Comprehensive Analysis of Police Services
East Providence	RI	Comprehensive Analysis of Fire Services
East Providence	RI	Expert Witness Fire Issues
Beaufort	SC	Review of Fire Service Contract
Beaufort	SC	Comprehensive Analysis of Police Services
Beaufort	SC	Comprehensive Analysis of Fire Services
Walterboro	SC	Comprehensive Analysis of Public Safety Dept.
Rapid City	SD	Comprehensive Analysis of Fire Services
Germantown	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Fire Services
Johnson City	TN	Comprehensive Analysis of Police Services
Smyrna	TN	Comprehensive Analysis of Police Services

Smyrna	TN	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Fire Services
Addison	TX	Comprehensive Analysis of Police Services
Baytown	TX	EMS Study
Belton	TX	Comprehensive Analysis of Police Services
Belton	TX	Comprehensive Analysis of Fire Services
Belton	TX	Police Chief Selection
Belton	TX	Fire Chief Selection
Buda	TX	Comprehensive Analysis of Police Services
Cedar Park	TX	Comprehensive Analysis of Police Services
Conroe	TX	Fire Services Analysis and Standard of Response
Frisco	TX	Comprehensive Analysis of Fire Services
Highland Village	TX	Fire Review
Hutto	TX	Comprehensive Analysis of Fire Services
Lucas	TX	Fire and EMS Analysis
New Braunfels	TX	Fire Study
New Braunfels	TX	Police Study
Prosper	TX	Comprehensive Analysis of Police Services
Round Rock	TX	Comprehensive Analysis of Fire Services
Sugarland	TX	Fire Department Overtime Analysis
Sugarland	TX	Comprehensive Analysis of Fire Services
Victoria	TX	Comprehensive Analysis of Police Services
Washington City	UT	Comprehensive Public Safety Analysis
Hampton	VA	Police Chief Selection
Leesburg	VA	Comprehensive Analysis of Sheriff Services
Leesburg	VA	Comprehensive Analysis of Fire Services
Bonney Lake	WA	Comprehensive Analysis of Police Services
Lacey	WA	Comprehensive Analysis of Fire Services
Snoqualmie	WA	Police Workload & Deployment Analysis
Spokane Valley	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Comprehensive Analysis of Police Services
Vancouver	WA	Police Chief Selection
Menomonie	WI	Sheriff Office Study
Wauwatosa	WI	Comprehensive Analysis of Fire Services
Wauwatosa	WI	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review
Laramie	WY	Comprehensive Analysis of Police Services
Jackson	WY	Police Consolidation Review



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Council Briefing on human resources initiatives, overview of performance evaluation status, new hires, recruitment, temporary support, civil service proposals, police, fire, and open recruitments.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Advance: Marketing Strategy of the City and Community Engagement Plan**
 - ◻ **Strengthen communication and engagement within the community while championing the City of Duncanville regionally, nationally, and internationally.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - ◻ **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
 - ◻ **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**
- **Re-Imagine: High Quality of Life**
 - ◻ **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Mr. Todd Siegel, Human Resources Director

BACKGROUND/HISTORY:

Council Briefing on human resources initiatives, overview of performance evaluation status, new hires, recruitment, temporary support, civil service proposals, police, fire, and open recruitments.

POLICY EXPLANATION:

Council Briefing on human resources initiatives, overview of performance evaluation status, new hires, recruitment, temporary support, civil service proposals, police, fire, and open recruitments.

FUNDING SOURCE:**ORG and Object Number**

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney on the same topic.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

City Manager
City Attorney

BACKGROUND/HISTORY:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

POLICY EXPLANATION:

City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter pursuant to Section 551.071 of the Texas Government Code; and to seek legal advice from the City Attorney and Special Legal Counsel on the same topic.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Take any necessary action as a result of executive session.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Douglas Finch, City Manager
Robert Hager, City Attorney

BACKGROUND/HISTORY:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

POLICY EXPLANATION:

City Council shall convene into closed executive session pursuant to Section 551.072 of the Texas Gov't Code to deliberate the purchase, sales, exchange or acquisition/negotiation of real property generally located south of I-20, east of Santa Fe, west of Cockrell Hill Road and, north of Wheatland within the corporate limits of the City of Duncanville, Texas.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

\$0.00

After Encumber

N/A

ACTION ALTERNATIVES:

1. Take any action as a result of Executive Session



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

City Council shall convene in Executive Session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the City and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Douglas Finch, City Manager

Bob Hager, City Attorney

BACKGROUND/HISTORY:

City Council shall convene in Executive Session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the City and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

POLICY EXPLANATION:

City Council shall convene in Executive Session pursuant to Section 551.074 of the Texas Government Code, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee of the City and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney regarding the same.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

The Greatest American Cleanup Pledge Proclamation

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Re-Imagine: High Quality of Life**
 - ◻ **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Tyler W. Agee, Assistant Director of Parks and Recreation/KDB Staff Liaison

BACKGROUND/HISTORY:

In the spirit of unity and progress, and in partnership with Keep America Beautiful and communities across the United States in preparation and celebration of the 250th Anniversary of the signing of the Declaration of Independence the Keep Duncanville Beautiful Board encourages the City to join the efforts to lead our community in a concerted effort to achieve a cleaner and more beautiful environment through "The Greatest American Cleanup" pledge.

Citizens are encouraged to join the efforts by:

3: Organize and participate in THREE new annual community cleanups, encouraging citizens of all ages to join in removing litter from our streets, parks, and public spaces.

2: Host TWO reduce, reuse, recycle, or beautification events each year, enhancing our community's appeal through reduced waste, public art, planting trees, flowers, and creating, improving, or maintaining green spaces.

1: Celebrate with ONE event each year to recognize the progress and accomplishments of our community to be clean, green, beautiful, and ready for our nation's 250th birthday!

POLICY EXPLANATION:

N/A

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Greatest American Cleanup Pledge](#)



THE KEEP AMERICA BEAUTIFUL® PLEDGE

Community Pledge for "The Greatest American Cleanup" in Celebration of America's 250th Anniversary

I, Barry L. Gordon, representing City of Duncanville, do hereby solemnly pledge, in the spirit of unity and progress, to lead our community in a concerted effort to achieve a cleaner and more beautiful environment through "The Greatest American Cleanup" in partnership with Keep America Beautiful and communities across the United States in preparation and celebration of the 250th Anniversary of the signing of the Declaration of Independence.

WHEREAS, our community recognizes the importance of preserving our natural beauty, enhancing our quality of life, and fostering a sense of civic pride, and

WHEREAS, we acknowledge the increasing concern over litter and its impact on our environment, economy, and overall well-being, and

WHEREAS, we are committed to taking significant steps towards reducing litter, and beautifying communities thereby ensuring a cleaner, more vibrant, and sustainable community, and

WHEREAS, we stand in recognition and celebration of America's 250th Anniversary on July 4, 2026, as an opportunity to create a nation that is clean, green, and beautiful.

I HEREBY TAKE "THE GREATEST AMERICAN CLEANUP" PLEDGE:

3: Organize and participate in THREE new annual community cleanups, encouraging citizens of all ages to join in removing litter from our streets, parks, and public spaces.

2: Host TWO reduce, reuse, recycle, or beautification events each year, enhancing our community's appeal through reduced waste, public art, planting trees, flowers, and creating, improving, or maintaining green spaces.

1: Celebrate with ONE event each year to recognize the progress and accomplishments of our community to be clean, green, beautiful, and ready for our nation's 250th birthday!

In witness whereof, I, Barry L. Gordon, of City of Duncanville, do hereby affix my signature to this pledge. Let this commitment, in collaboration with Keep Duncanville Beautiful and Keep America Beautiful, serve as a call to action and celebration for all residents of our beloved Duncanville, and our great nation.

Signature

Barry L. Gordon
Mayor, City of Duncanville

Date

Duncanville City Council Meeting Minutes
Regular Meeting
Tuesday, March 5, 2024

CALL TO ORDER

A regular meeting of the Duncanville City Council was called to order on Tuesday, March 5, 2024, at 6:00 p.m. in the Council Briefing Room at City Hall with a quorum to wit:

COUNCIL PRESENT: Mayor Barry L. Gordon
Councilmember At-Large DeMonica Gooden
Councilmember Joe Veracruz
Councilmember Don McBurnett
Councilmember Jeremy Koontz
Councilmember Karen Cherry-Brown
Mayor Pro Tem Greg Contreras

COUNCIL ARRIVING AT:

COUNCIL ABSENT:

WORK SESSION / BRIEFING

1.

DISCUSS AGENDA ITEMS

Mayor Gordon read the item into the record, and City Manager Finch reviewed each item.
2.

CITY COUNCIL CALENDAR

City Secretary Chiquita Taylor reviewed the council calendar.
3.

BRIEFINGS / PRESENTATIONS

In the interest of time, Mayor Gordon recessed the Briefing Session at 7:00 p.m. and moved the executive session to the end of the regular session.

A.

Council to receive a briefing on the Life School Master Plan. Life School is a tuition free public charter school with campuses across the Dallas area.

Mayor Gordon recused himself and exited the meeting at 6:23 p.m. Mayor Pro Tem Contreras presided over the meeting.

Presented by Dr. Brent Wilson, superintendent of Life School, and Brian Nelson of HKS Architects. Mr. Nelson gave an overview of the campus's design and site plans. Councilmember Veracruz asked about the school's traffic plan for entry and exit. Mr. Nelson stated that the lanes are wide and the property will have entry and exit lanes. Councilmember Cherry-Brown asked how far the stadium would be from the residential area. Mr. Nelson stated that it would be about 100 feet, and we would be providing a buffer area of trees to shield the neighborhood. There have also been plans to modify the lighting of the stadium so as not to go over into the neighboring area. Mayor Pro Tem Contreras asked if this would include a loudspeaker system. Mr. Nelson stated that yes, there will be further discussion on this.

Mayor Gordon returned to the meeting at 6:39 p.m.

B.

Council to receive an update on the progress of completing the FY22 audit from the Finance Department and McConnell Jones.

Chief Financial Officer Richard Jackson presented this item along with Chuck Kozlik from McConnell Jones. Mr. Kozlik attended virtually. Mr. Kozlik stated we have made significant progress since the last meeting. We should be completed by this time next week. The expectation is to bring the completed audit to the Audit committee for review. Councilmember McBurnett thanked McConnell Jones and the Finance Department for their work in getting this Audit completed. Mr. McBurnett asked about the cost and if we are on budget
- Page 130 of 258

or over budget. Mr. Jackson stated additional expenditures were not included but there would very likely be some additional expenditures.

- C. **Presentation by Huitt-Zollars representatives to update the facility condition/needs assessment performed in 2018.**
Mr. Finch gave an overview of the facility needs assessment. A report was done in 2018, and he believes an update to the current document would be needed. The new assessment would not include Police and Fire as they will be done separately. Tony Sosebee of Huitt- Zollars stated the assessment was done on City Hall, the Service Center, the Senior Center, and the Library. We would reevaluate the plan and add any additional needs indicated by staff. Councilmember Contreras asked if there would be some citizen input on the Library and public areas. Mr. Finch stated there will be some citizen engagement later in the process and it will be done internally. The quote for the assessment is \$95,000, to be brought to the council at the next meeting.

EXECUTIVE SESSION

The Executive Session was called into session at 9:27 p.m. and City Attorney Hager read the item into record.

The Council closed the Executive Session at 11:03 p.m.

- 1. **City Council shall convene into closed executive session pursuant to Section 551.074, of the Texas Government Code, Personnel, to deliberate the duties of the City Manager under the Home Rule Charter and, pursuant to Section 551.071 of the Texas Government Code, to seek legal advice from the City Attorney on the same topic.**

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. or immediately following the 6:00 pm Work Session/Briefing)

The City Council convened into Regular Session in the Council Chambers at 7:06 p.m. with Mayor Gordon presiding.

Councilmember Veracruz delivered the Invocation.

Mayor Gordon led the Pledge of Allegiance and Texas Pledge.

1. REPORTS

- A. **Mayor's Report.**
Nothing to report.
- B. **Councilmembers' Reports**
Mayor Pro Tem Contreras commended the police on their quick response to an accident on Wheatland Road. Councilmember Gooden recognized the Duncanville Girls basketball team for their win. She also recognized and thanked the new city manager for a job well done in meeting with the citizens and businesses in the community. Councilmember McBurnett also congratulated the Pantherette girls' basketball team on their state championship win. He also commended the staff on the upcoming events in the community. Councilmember Koontz commended the Police department members on the crime prevention meeting in his district. He also commended the fire department on assisting with the wildfires and gave condolences on the loss of a fire fighter.
- C. **City Manager's Report.**
Mr. Finch reported that the District 1 community meeting has been rescheduled for March 22nd at 6:30 p.m. The Ten Mile Creek erosion control protection measures will begin on March 11th. Residents affected will be notified in writing. He commended public safety and the Public Works department on servicing a water main break on February 26th that lasted through the night. Mr. Finch also gave an update on the Parks Department's effort to pick up the debris at the Ladd Preserve.

2. PROCLAMATIONS AND PRESENTATIONS

A. Presentation of the Keep Duncanville Beautiful Spring 2024 Business Beautification Award Plaque and Proclamation to D-Squared Catering located at 519 E. Hwy 67.

Presented by Assistant Parks Director Tyler Agee.

B. Recognition of Keep Duncanville Beautiful Spring 2024 Curb Appeal Residential Properties.

Mr. Agee announced the 2024 Curb appeal winners.

3. CITIZENS' INPUT

“Pursuant to Section 551.007 of the Texas Gov’t Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law”

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To submit a comment via email the following information is required:

- Submit a comment by 4:00 p.m. on _
- Email citysecretary@duncanvilletx.gov
- Email title: Public Comment – _
- First Name, Last Name, and Address

After some discussion, Mayor Gordon decided to no longer mute the citizen comments during the election period as this practice was never codified in the council rules of procedure. He then asked the council if there was any opposition. No one was opposed.

Mayor Gordon read the item into the record. The following spoke during the Citizens Input Period:

Judy Smithey
1806 Cedar Hill Rd.
Beautification of our city

Erica Browning
442 E. Cherry St.
Nature preserve master plan

Cindy Johnson
1420 Windmill Hill Lane
Cedar Hill, TX
Issue obtaining Certificate of Occupancy

Mark Graham
410 Sante Fe Trail
Ladd preserve

Pastor Chris Gutierrez
201 W. Center St.
support of item 4L

Nancy Gutierrez

730 Middale
support of item 4L

4. **CONSENT AGENDA**

Mayor Gordon requested that City Secretary Taylor read the Consent Agenda Items.

- A. ***Consider the Minutes for the February 20, 2024, City Council Regular Meeting.***
- B. ***Consider a Resolution to enter into a Joint Election Agreement and Election Services contract between Dallas County and other jurisdictions holding an election on May 4, 2024, to be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code.***
- C. ***Consider a Resolution approving a five (5) year annual contract renewal with Mcci, LLC for Laserfiche Cloud Solution for a records management repository, training center, and support services in an amount not to exceed \$156,000 over five years.***
- D. ***Consider a Resolution approving a renewal contract for the City of Duncanville's mass emergency notification system from Everbridge, Inc., through GSA contract GS-35F-0692P in an expenditure amount not-to-exceed \$65,034.75.***
Mayor Pro Tem Contreras asked if the number of people involved in the program had dropped off. Fire Chief Rhode stated that about 127 people have dropped out of the program.
- E. ***Consider a Resolution authorizing a contract for grounds maintenance equipment, parts, and supplies with Pioneer Manufacturing Company through BuyBoard Contract #706-23 in the amount not to exceed \$80,000.00 over the 5-year period.***
- F. ***Consider a resolution amending the FY 2023-2024 Master Fee Schedule for Planning and Neighborhood Services to add the Native Landscaping Permit fee of \$25.00.***
- G. ***Consider an Ordinance amending the FY 2023-2024 budget by appropriating interest income received to date and amending expenditures for Energov software reimplementation project management services.***
- H. ***Council to consider adopting a resolution approving an agreement with BerryDunn for the implementation of Tyler Technologies' Energov software with an expenditure amount not to exceed \$132,800.00; authorizing the City Manager to execute all documents required for such agreement; and establishing an effective date.***
Councilmember Gooden asked Mr. Finch to explain this item to the public for clarification. Mr. Finch noted this solution will help building officials and plan review for permitting. The goal is to get to a more streamlined process to move applications forward in the permitting department. The target date is Fall of 2024. Mayor Gordon asked if the new project manager hire and the implementation would be simultaneous. Mr. Finch stated yes, it will be. We are currently accepting applications for a Project Manager position.
- I. ***Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Southwest International Trucks, Inc. for the purchase of two dump trucks through BuyBoard Contract 723-23 in the expenditure amount of \$219,924.72.***
Mayor Gordon asked if these are replacement vehicles. Ms. Colton stated yes these are replacements.
- J. ***Consider a Resolution authorizing the procurement of goods and services to replace the fiber connection between D.L. Hopkins Jr. Senior Center and Central Services Building 103, in the expenditure amount of \$54,367.01.***
- K. ***Consider a Resolution authorizing the approval of a Earnest Money contract agreement be for the purchase of real property at 200 W. Center Street, Duncanville, Texas 75116.***

Item was requested to be moved to individual consideration Item 5E.

- L. **Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Tim Maiden in an amount not to exceed \$246,450.00 for a building located at 202 West Center Street, Duncanville, Texas, 75137.**
Item was requested to be moved to individual consideration Item 5F.

- M. **Consider a Resolution authorizing the Purchase Agreement for the purchase of an Armored Vehicle with the use of asset forfeiture funds for a future purchase not to exceed \$400,000.00.**

- N. **Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase twenty-three level IIIA ballistic helmets with integrated face shields to replace the current helmets that will be expiring this year, with a total grant value of \$8,704.52.**
Mayor Gordon asked if the amount was fully covered by the grant. Assistant Police Chief Fries stated the amount is fully covered by the grant.

- O. **Consider a Resolution authorizing the receipt of a grant from the Edward Byrne Memorial Justice Assistance Grant Program (JAG), to be administered by the City of Dallas, to provide funding for the Police Department, to purchase two JAMAR Technologies Black Cat II Radar Bundles and four accompanying lithium batteries, with a total grant value of \$9,080.80.**

Councilmember Don McBurnett made a motion to approve the consent agenda, Mayor Pro Tem Greg Contreras seconded the motion. The vote was cast 7 for, 0 against.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. **Take any necessary action as a result of the Executive Session.**
No action taken.
- B. **Consider an Ordinance of the City of Duncanville, Texas, amending the Code of Ordinances by amending Chapter 19 'Traffic,' Article VI 'Stopping, Standing and Parking,' by adding Section 19-117 'Public Highway, Interstate 20 and State Highway 67'; providing for regulations; providing for a severability clause; providing a repealing clause; providing a savings clause; and providing for an effective date.**

Mayor Gordon reviewed the background on this item. He contacted the Texas Department of Transportation and they requested an ordinance to prevent truck parking along the interstate, particularly on 1-20. City Attorney Hager reviewed the reasons for the need for an ordinance in these locations. Mayor Pro Tem Contreras stated the signs have been effective in other cities and is glad for the ordinance. He had pursued this for the past two years.

Mayor Pro Tem Greg Contreras made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

- C. **Conduct a public hearing for consideration and action regarding the request of Sambatek, applicant, representing Hajoca Corporation, for a Specific Use Permit (SUP) to allow for the Use "Building Materials Sales" and consider adopting an ordinance amending the Comprehensive Zoning Ordinance and map on Crestview, Block C, Lots 20, 20.1, and 21, more commonly known as 624, 626 and 628 Crestside Drive, in the City of Duncanville, Dallas County, Texas.**
Planning Director Nathan Warren presented this item.

Mayor Gordon opened the public hearing at 7:56 p.m.

In favor:
Corey Bugey
5 Brookway Ct.

Opposed:

None

The public hearing was closed at 7:59 p.m.

Mayor Gordon ratified the closing of the public hearing.

MPT Contreras asked about the location of the current plumbing supply business and the new proposed building supply business. The applicant, Mr. Bugey, stated they are close in proximity. Mayor Gordon stated he appreciated the business coming to the city.

Councilmember At-Large DeMonica Gooden made a motion to approve the item as stated, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

- D. ***Conduct a public hearing regarding the request of Robert Brown, applicant, representing owner, Metro Housing LLC, to include a Specific Use Permit "SUP" for Short-Term Rental on Block 12, Lot 6, Dville Estates No. 3, more commonly known as 235 Greenstone Court, Duncanville, Dallas County, Texas, and consider adopting an ordinance to amend the Comprehensive Zoning Ordinance and Map.***

Mr. Warren presented this item.

Mayor Gordon opened the public hearing at 8:09 p.m.

In favor:

Robert Brown
40 Ellis Oak Court
Waxahachie, TX

Opposed:

None

Mayor Pro Tem Greg Contreras made a motion to close the public hearing, Councilmember Karen Cherry-Brown seconded the motion. The vote was cast 7 for, 0 against.

The public hearing was closed at 8:09 p.m.

Mayor Pro Tem Contreras asked if the property owner lived in the area. Mr. Warren stated that the owner resides in Waxahachie. Mayor Gordon asked if this property was registered as a rental property. Mr. Warren stated it is not currently registered as a rental property. It is presently vacant. Mayor Gordon stated in the past that residency is a key component when considering SUPs for short-term rentals.

Councilmember Don McBurnett made a motion to reopen the public hearing to allow the applicant to speak, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Gordon reopened the public hearing at 8:13 p.m.

Councilmember Don McBurnett made a motion to close the public hearing, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

Mayor Gordon closed the public hearing at 8:15 p.m.

Councilmember Gooden asked the applicant how he would manage the property if he did not live in the area. Mr. Brown stated he has a business in Duncanville and would keep regular checks on the property. Councilmember McBurnett asked if he had spoken with the neighbors regarding using the property as a short-term rental. The applicant stated he had spoken with three of the neighbors about using the property as a short-term rental.

Councilmember Joe Veracruz made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 1 for, 6 against (Mayor Barry L. Gordon, Councilmember At-Large DeMonica Gooden, Councilmember Don McBurnett, Councilmember Jeremy Koontz, Councilmember Karen Cherry-Brown, and Mayor Pro Tem Greg Contreras).

Item failed.

- E. **Consider a Resolution authorizing the approval of a Earnest Money contract agreement be for the purchase of real property at 200 W. Center Street, Duncanville, Texas 75116.**

Economic Development Coordinator Jeremiah Brewer presented this item.

Councilmember Koontz stated he is in favor of this item. He then asked Mr. Brewer to speak to the reason for the purchase of this property. Mr. Brewer noted this purchase is part of a larger plan for a mixed-use development. Mr. Finch stated the purchase is for the future redevelopment of the parcel and the downtown development plan.

Councilmember Don McBurnett made a motion to approve the item as stated, Councilmember Jeremy Koontz seconded the motion. The vote was cast 7 for, 0 against.

- F. **Consider a resolution authorizing approval of incentive grants by the Duncanville Community & Economic Development Corporation (DCEDC) to Tim Maiden in an amount not to exceed \$246,450.00 for a building located at 202 West Center Street, Duncanville, Texas, 75137.**

Mr. Brewer presented this item. Mayor Gordon asked the applicant, Tim Maiden, if his business already owned the property. Mr. Maiden stated the property was purchased earlier this year by his business.

Mayor Pro Tem Greg Contreras made a motion to approve the item as stated, Councilmember Don McBurnett seconded the motion. The vote was cast 7 for, 0 against.

6. **STAFF AND BOARD REPORTS**

- A. **Receive the Parks and Recreation Department Quarterly Report**
Presented by Director of Parks and Recreation Bart Stevenson.
- B. **Receive Police Department 2023 Racial Profiling Report.**
Presented by Assistant Police Chief Chris Freis.
- C. **Receive the Monthly Financial Report as of January 31, 2024.**
Presented by Budget Analyst Jennifer Otey.

Mayor Gordon recessed the regular session at 9:20 p.m. to convene into executive session.

Mayor Gordon reconvened the regular session at 11:03 p.m.

ADJOURNMENT

The meeting was adjourned at 11:04 p.m.

APPROVED:

CITY SECRETARY



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Council to Consider a resolution approving a professional services agreement with Huitt-Zollars for a Facility Condition Assessment in an expenditure amount not to exceed \$95,000.00, authorizing the City Manager to execute the necessary documents, and providing for an effective date.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Douglas Finch, City Manager

BACKGROUND/HISTORY:

In 2018, the City Council authorized an agreement with Huitt-Zollars to perform a Facility Condition and Needs Assessment for the City. The assessment encompassed all City facilities, including public safety.

POLICY EXPLANATION:

Current staffing needs, facility aging, and inflation in the price of design and construction require an update to the 2018 assessment. Staff is requesting to procure the services of Huitt-Zollars through a sole source procurement to update the 2018 assessment to fit our current needs. Public safety will not be included in the updated assessment.

Please note we will be requesting a budget adjustment at the next meeting.

FUNDING SOURCE:

ORG and Object Number

01011100 (City Administration) - 700450 (Contractual Services)

Available Budget

\$0.00

Purchase Amount

\$95,000.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Approve the professional services agreement with Huitt-Zollars.
2. Do not approve the agreement.
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-243 - Facility Condition Assessment](#)

[Duncanville FCA-FNA Proposal - 2.22.2024](#)

[HuittZollars](#)

[2023-10-12 - Sole Source Memo - Huitt.Zollars Facility Condition Assessment](#)

RESOLUTION NO. 2024-243

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS FOR A FACILITY CONDITION ASSESSMENT, ATTACHED HERETO AS "EXHIBIT A," IN AN EXPENDITURE AMOUNT NOT TO EXCEED \$95,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Huitt-Zollars was contracted to provide a Facility Condition and Needs Assessment for all City facilities, including public safety, in 2018; and,

WHEREAS, Staff needs, facility age, and inflation in design and construction costs have caused the previous assessment to require updating; and,

WHEREAS, The City desires to contract with Huitt-Zollars via sole source procurement to update the 2018 assessment for the City's current needs, with the exception of public safety;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. A professional services agreement with Huitt-Zollars, attached hereto as "Exhibit A," for an update to the 2018 Facility Condition and Needs Assessment with the exception of public safety, is hereby approved with an expenditure amount not to exceed \$95,000.00; and

SECTION 2. The City Manager is hereby authorized to execute the necessary documents related to said agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



**PROFESSIONAL SERVICES CONTRACT
NUMBER 3190119
(FACILITY CONDITION ASSESSMENT -2024)**

This **PROFESSIONAL SERVICES CONTRACT** ("contract") is made and entered into by and between **(Huitt-Zollars, Inc.)**, hereinafter referred to as "CONTRACTOR", which is legally authorized to do business in the State of Texas, and the **City of Duncanville** ("CITY"), a Texas home rule municipal corporation, hereinafter referred to as "CITY", to be effective upon approval of the Duncanville City Council and subsequent execution of this Contract by the Duncanville City Manager or his duly authorized designee.

RECITALS

WHEREAS the CITY desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services, and **Exhibit A, Scope of Services, Deliverables, and Schedule**, of this contract; and

WHEREAS, the CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1 and **Exhibit A** of this contract; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the CITY and the CONTRACTOR agree as follows:

Section 1. Services to be Provided

Upon issuance of a written Notice to Proceed or a Purchase Order by CITY, CONTRACTOR agrees to provide to CITY the necessary services and deliverables to provide an updated facility condition assessment report, as set forth in the "Scope of Services, Deliverables, and Schedule", "Scope", **Exhibit A** and incorporated herein. **Exhibit A** also includes the Schedule of Standard Fees. **SCHEDULE:** The proposed services shall begin within **10 working days of authorization to proceed, or upon date as mutually agreed to by City and Contractor and incorporated into the project schedule.** The deliverables and schedule are included as **Exhibit A** and made a part hereto.

Section 2. Term of Contract

The term of this contract shall begin on the last date of execution hereof (the "Effective Date") and shall continue until CONTRACTOR completes the services and obligations required herein to the satisfaction of CITY as specified in **Section 1** and **Exhibit A**, unless sooner terminated as provided in Section 9, Termination, as detailed in this Contract.

Section 3. Contractor Obligations

CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as **Exhibit A**. Should CITY require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by CITY; and without

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decreasing the effectiveness of the performance of services required under this Contract.

A. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of CITY. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by CITY.

B. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, services, and management necessary to perform all work as set forth in the Scope of Services including to the agreed upon schedule.

Section 4. Invoices

A. The CONTRACTOR shall submit monthly invoices for work completed. Each purchase order issued Invoices shall be emailed to the CITY's Accounts Payable Department at accountspayable@duncanville.com with a proforma copy to the City's designated project manager or departmental point-of-contact. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master contract number, if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The CONTRACTOR's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the CITY. Unless otherwise instructed in writing, the CITY may rely on the remittance address specified on the CONTRACTOR's invoice.

C. Invoices for labor performed outside of the scope but previously agreed to by the City with a written change order, shall be listed on the monthly invoice as a separate item. Invoices for labor shall include a copy of all timesheets with labor rate and deliverables clearly identified. Invoices shall also include a tabulation of work hours at the appropriate rates and grouped accordingly. Time billed for labor shall be limited to hours actually worked.

D. Unless otherwise expressly authorized in the Contract, the CONTRACTOR shall pass through all Subcontractor and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or CITY sales taxes shall not be included in the invoiced amount. The CITY will furnish a tax exemption certificate upon request.

Section 5. Payment

The total CONTRACTOR fee shall be as specified in Exhibit A and in Section 5. The total amount of the invoices on the project shall not exceed the contract amount of **\$95,000.00 Ninety-Five Thousand dollars and no cents** for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in this

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Section, unless amended in writing by the City. All fees paid to CONTRACTOR, by CITY, shall be based on invoices submitted by CONTRACTOR for work performed and approved by the CITY. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds (EFT). The CONTRACTOR agrees that there shall be no additional charges, surcharges, or penalties to the CITY for payments made by credit card or electronic funds transfer.

CITY agrees to pay:

Payment Schedule:

Item	Phase / Task / Deliverable	Schedule	Total
1	Planning Phase	Week 1-3	\$ 23,000
2	Facility and Needs Assessment Phase, incl ADA	4-6	\$ 20,250
3	Data Building Phase	7-9	\$ 23,000
4	Capital Planning and Summary Reports Phase	10-11	\$ 17,250
5	Final Summary Report Phase	11-12	\$ 11,500
	Basic Services Total (Lump Sum)		\$ 95,000

Total Not-to-Exceed Cost \$ 95,000.00

The CITY may withhold or set off the entire payment or part of any payment otherwise due the CONTRACTOR to such extent as may be necessary on account of:

- third party claims, which are not covered by the insurance which the CONTRACTOR is required to pay provided the City receives notification of a valid claim or reasonable evidence indicating probable filing of such claims.
- failure of the CONTRACTOR to pay Subcontractors, or for labor, materials or equipment; damage to the property of the CITY or the CITY's agents, employees, or contractors, which is not covered by insurance required to be provided by the CONTRACTOR;
- reasonable evidence that the CONTRACTOR's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
- failure of the CONTRACTOR to submit proper invoices, with all required attachments and supporting documentation; or
- failure of the CONTRACTOR to comply with any material provision of the Contract or perform the project in a satisfactory manner.
- any sums owed to the CITY, for any reason including delinquent taxes.

Payments shall be made within 30 days of receipt of invoice by CITY, unless disputed by the CITY. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

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**Section 6. Responsibilities**

A. THE CONTRACTOR shall be responsible for the quality of goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.

B. Neither CITY's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to CITY in accordance with applicable law for all damages to CITY caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.

C. The rights and remedies of CITY under this Contract are as provided by law and allowed by this contract.

Section 7. Time for Performance

A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient, and professional manner in accordance with CITY's requirements. As time is of the essence of this Contract, such services shall be completed in a timely manner, after receiving a Notification to Proceed from CITY to CONTRACTOR.

B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the CITY or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 8. Documents

A. All surveys, studies, proposals, applications, drawings, plans, specifications, and other documents, including those in electronic form, prepared by CONTRACTOR and its consultants, subcontractor's, agents, representatives, and/or employees in connection with this Contract ("Project Documents") are intended for the use and benefit of CITY. CONTRACTOR and its consultants, subcontractor's, agent(s), representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding, CITY shall own, have, keep, and retain all rights, title, and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all Project Documents, whether in draft form or final form, which are produced at CITY's request and in furtherance of this Contract.

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B. CITY shall have the right to publish, disclose, distribute, and otherwise use such deliverables, materials, and reports for those purposes for which they were intended. CITY shall have full authority to authorize CONTRACTOR(s), subcontractor's, sub-subcontractor's, CITY consultants, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by CONTRACTOR in connection with this Contract are "works for hire" and shall be the property of CITY. CITY shall have the right to publish, disclose, distribute, and otherwise use Project Documents in accordance with the Engineering Practice Act of the State of Texas (Texas Occupation Code, Chapter 1001, as amended) and/or Texas Occupations Code, Chapter 1051, as amended and applicable. CONTRACTOR shall, upon completion of the services and full payment for the CONTRACTOR'S services by the CITY, or earlier termination and appropriate compensation as provided by this Contract, provide CITY with reproductions of all materials, reports, and exhibits prepared by CONTRACTOR pursuant to this Contract in a TIFF, JPEG or PDF format, and a DXF format in current version of AutoCAD with NAD-83 coordinate format of all such instruments of service to the CITY, as applicable.

C. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data, or work items, etc.) prepared under this Contract shall be submitted for approval of CITY. All instruments of service shall be professionally sealed as may be required by law or by the CITY.

D. Acceptance and approval of the Project Documents by CITY shall not constitute nor be release of the responsibility and liability of CONTRACTOR, its employees, associates, agents and CONTRACTORS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONTRACTOR, its employees, CONTRACTOR, agents and CONTRACTORS.

Section 9. Termination

CITY may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities, or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the CITY. Should CITY require a modification of this Contract with CONTRACTOR, and in the event CITY and CONTRACTOR fail to agree upon a modification to this Contract, CITY shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by CITY to be properly performed by CONTRACTOR prior to

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such termination date.

Section 10. Insurance

A. CONTRACTOR shall provide and maintain Workman's Compensation and Employer's Liability Insurance for the protection of CONTRACTOR's employees, as required by law. CONTRACTOR shall also provide and maintain in full force and effect during the term of this Contract, insurance (including, but not limited to, insurance covering the operation of automobiles, trucks and other vehicles) protecting CONTRACTOR and CITY against liability from damages because of injuries, including death, suffered by any person or persons other than employees of CONTRACTOR, and liability for damages to property, arising from or growing out of CONTRACTOR's operations in connection with the performance of this Contract.

B. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for one (1) person, and not less than One Million Dollars for any one (1) occurrence. Insurance covering damages to property shall be in the sum of not less than One Million Dollars (\$1,000,000.00) for any one (1) occurrence, and One Million Dollars (\$1,000,000.00) aggregate.

C. CONTRACTOR shall also provide and maintain Professional Liability Insurance coverage to protect CONTRACTOR and CITY from liability arising out of the performance of professional services, if any, under this Contract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000.00).

A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Section shall be furnished to CITY before any services are performed under this Contract to:

CITY of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5058
purchasing@duncanvilletx.gov

and shall further indicate that each and every policy for liability insurance coverage as required herein includes a "Contractual Liability Coverage" endorsement covering the Contract under Section 10, hereof. Such Certificate of Insurance shall provide for thirty (30) days written notice to CITY prior to the cancellation or modification of any insurance referred to therein. On every date of renewal of the required insurance policies, the CONTRACTOR shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the CITY. In addition, the CONTRACTOR shall within ten (10) business days after written request provide the CITY with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the CITY is a condition precedent to the payment of any amounts due to CONTRACTOR by the CITY. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Contract.

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All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the CITY.

Section 11. Indemnification for Injury and Performance

CONTRACTOR hereby agrees to protect, defend, indemnify, and hold harmless the CITY, its officers, agents, servants, and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability, or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any negligent act, error, omission or neglect of CONTRACTOR, its officers, employees, servants, agents or subcontractor's, or anyone else under CONTRACTOR's direction and control, and arising out of, occurring in connection with, resulting from or caused by the negligent performance or failure of performance of any work or services called for by this Contract, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, CONTRACTOR shall be obligated to indemnify CITY as provided herein in a proportionate basis in accordance with the final judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

The CONTRACTOR's obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by CONTRACTOR under this contract. This provision shall survive the termination of this contract.

Section 12. Indemnification for Unemployment Compensation

CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the CITY, and that CONTRACTOR is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONTRACTOR's employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONTRACTOR further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONTRACTOR.

Section 13. Indemnification for Performance

CONTRACTOR shall defend and indemnify CITY against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation, and management costs incurred by CONTRACTOR in performing this Contract.

Section 14. Assignment-Delegation

The Contract shall be binding upon and ensure to the benefit of the CITY and the CONTRACTOR and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the CONTRACTOR without the prior written consent of the CITY. Any attempted assignment or

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delegation by the CONTRACTOR shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm, or entity not a party hereto; it being the intention of the parties that there are no third-party beneficiaries to the Contract.

The Vendor shall notify the CITY's Chief Procurement Officer, in writing, of a company name, ownership, or address change for the purpose of maintaining updated CITY records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition contract. Failure to do so may adversely impact future invoice payments.

Section 15. Jurisdiction, Venue, Applicable Laws

The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All Parties shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the CITY to seek and secure injunctive relief from any competent authority as contemplated herein.

Section 16. Interpretation

The Contract is intended by the parties as a final, complete, and exclusive statement of the terms of their contract. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

Section 17. Dispute Resolution

If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such a meeting, the parties have not succeeded in negotiating a resolution of the dispute,

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they will proceed directly to mediation as described below. Negotiation may be waived by a written contract signed by both parties; in which event the parties may proceed directly to mediation as described below.

If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the CITY and the CONTRACTOR agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Dallas County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The CITY and the CONTRACTOR will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

Section 18. Default

In the event CONTRACTOR fails to comply or becomes disabled and unable to comply with the provisions of this Contract as to the failure to commence the work, failure to diligently provide services in the quality or character of the service, failure to provide services in an efficient, timely, and careful manner, failure to provide or use an adequate number or quality of personnel to complete the work, failure to provide adequate equipment, or fail to perform any of the CONTRACTOR obligations under this contract, and the failure is not corrected within ten (10) days after written notice by CITY to CONTRACTOR, CITY may, at its sole discretion without prejudice to any other right or remedy:

A. Immediately terminate this contract and complete the work in any manner CITY deems acceptable, including engaging the services of other contractors, and shall be relieved of the payment of any further consideration to CONTRACTOR except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONTRACTOR to and from meetings called by CITY at which CONTRACTOR is required to attend, but shall not include any loss of profit of CONTRACTOR. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubletting to others.

B. CITY may, without terminating this Contract or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of CONTRACTOR.

C. Any such act by the CITY shall not be deemed a waiver of any other right or remedy of the CITY.

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**Section 19. Adjustments in Services**

No claims for extra services, additional services, modifications, or changes in the services will be made by CONTRACTOR without a written contract with CITY prior to the performance of such services. The Contract can be modified or amended only in writing as signed by both parties. No pre-printed or similar terms on any the CONTRACTOR invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

Section 20. Execution becomes Effective

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and CITY.

Section 21. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented, or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 22. Invalidity and Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 23. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of CITY. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 24. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class email, overnight, and courier to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to CITY:

City of Duncanville
Attn: Chief Procurement Officer
PO Box 380280
Duncanville, TX 75138
(972) 780-5850
purchasing@duncanvilletx.gov

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If to PROFESSIONAL: Huitt-Zollars, Inc.
 1717 McKinney Avenue, Suite 1400
 Dallas, Texas 75202
 214-871-3311
 www.huitt-zollars.com

Section 25. Business Prohibitions and Requirements

1. Prohibition on Contracts with Companies Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2. Transactions with an Abortion Provider or Affiliate

CONTRACTOR certifies that it is not an abortion provider nor an affiliate of such a provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 1, 2019. If this provision is violated by Contractor, Contract and/or taxpayer resource transaction is voidable by CITY and Offeror agrees to defend and indemnify CITY against any action brought by the Office of the Attorney General for a violation of Section 2272.003. <https://www.texasattorneygeneral.gov/abortion-provider-affiliate-transactions-prohibited#:~:text=Except%20as%20otherwise%20specified%20in,affiliate%20of%20an%20abortion%20provider.>

3. Prohibition against doing business with Foreign Terrorist Organizations

By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152, and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.

4. Discrimination Against Firearm & Ammunition Industries

Vendor certifies and verifies that (1) neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this contract pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Contract, the term "Discriminate against a firearm entity or firearm trade association" shall have the meaning defined in Texas Government Code Chapter 2274.

5. Boycotting of Energy Companies

Vendor certifies and verifies that it is not a company identified on the Texas Comptroller's list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts energy companies and Vendor

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agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this contract pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Contract, the term “boycott energy company” shall have the meaning defined in the Texas Government Code Chapter 80.

6. Certificate of Interested Parties Electronic Filing (See Exhibit C)

No officer, employee, independent consultant, or elected official of the CITY who is involved in the development, evaluation, or decision-making process of the performance of any solicitation or contract shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation or proposal. Any violation of this provision, with the knowledge, expressed or implied, of the CONTRACTOR shall render the Contract voidable by the CITY. In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY of Duncanville may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission. CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908. <https://www.ethics.state.tx.us/filinginfo/1295/>

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission’s website within seven business days.

Section 26. Funding and Non-Appropriation Clause

The awarding or continuation of this contract is dependent upon the availability of funding. The City’s payment obligations are payable only and solely from funds appropriated and available for this Contract. CONTRACTOR recognizes that the continuation of any multi-year contract after the close of, or during, any given fiscal year of the CITY, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the CITY providing for or covering such contract as an expenditure therein. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed, and approved to date shall be paid.

The CITY shall provide the CONTRACTOR written notice of the failure of the CITY to make an adequate appropriation for any fiscal year to pay the amounts due under the multi-year contract, or the reduction of any appropriation to an amount insufficient to permit the CITY to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the CITY.

Section 27. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, CITY reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications, or other project documents after due approval by CITY, as CITY may deem necessary. In such event, CITY shall pay CONTRACTOR its regular compensation for services rendered in

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making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide to CITY a written proposal for the entire costs involved and the completion time involved in providing the revisions. CITY shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to CONTRACTOR undertaking any substantial revision as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 28. Right to Inspect/Audit Records

CONTRACTOR agrees that CITY shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that CITY shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business day(s). CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractors agrees that CITY shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractors transactions regarding the CONTRACT, and further, that CITY shall have access during normal working days and hours, and shall give the CONTRACTOR or subcontractor(s) reasonable advance notice of intended audits no less than 3 business day(s).

The CONTRACTOR shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The CONTRACTOR shall retain all such records for a period of three (3) years after the expiration of the Contract, or until the Federal Auditor, CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The CONTRACTOR shall grant access to all books, records, and documents pertinent to the Contract to the Federal Auditor, CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Section 29. Successors and Assigns

CITY and CONTRACTOR each bind itself and its successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither CITY nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 30. Disclosure of No Conflicts of Interest (Exhibit B)

By signing this contract, CONTRACTOR acknowledges to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further

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agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 31. Workforce

A. The CONTRACTOR shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The CONTRACTOR, its employees, subcontractors, and subcontractor's employees may not engage in, participate or respond to a solicitation. While in the course and scope of delivering goods or services under a City of Duncanville contract or on the CITY's property, a Contractor shall not:

1. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
2. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the CITY or the CITY's representative notifies the CONTRACTOR that any worker is incompetent, disorderly, or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the CONTRACTOR shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the CITY's prior written consent.

Section 32. Compliance with Health, Safety, and Environmental Regulations.

The CONTRACTOR, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules, and regulations in the performance of the services, including but not limited to those promulgated by the CITY and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The CONTRACTOR shall indemnify and hold the CITY harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of the CONTRACTOR's obligations under this paragraph.

Environmental Protection: The CONTRACTOR shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

Section 33. Immigration Control and Employment Verification

Employment eligibility verification: The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice Form I-9. The CONTRACTOR warrants that CONTRACTOR is in compliance with IRCA during the term of this contract with the CITY. The CONTRACTOR

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warrants that the CONTRACTOR has included or will include a similar provision in all written contracts with any Subcontractor(s) engaged to perform services under this Contract.

Section 34. Non-Discrimination and Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take affirmative action to ensure that applicants and employees are treated during their employment or recruitment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 35. Non-Suspension or Debarment Certification.

The CITY is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Duncanville Contracts. By accepting a Contract with the CITY, the CONTRACTOR certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Duncanville.

CONTRACTOR certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of Treasury, Office of Foreign Assets Control.

Section 36. Public Information Act.

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with the provisions of Section 2252.907 of the Texas Government Code, the CONTRACTOR is required to make any information created or exchanged with the CITY pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional cost to the CITY.

Section 37. Counterparts.

This Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

Section 38. Exhibits

The Exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

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**Section 39. Survival of Obligations**

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 40. Place and Condition of Work

The CITY shall provide the CONTRACTOR with access to the sites where the CONTRACTOR may perform the services in a timely and efficient manner, and in accordance with and subject to the applicable security laws, rules, and regulations. The CONTRACTOR acknowledges that it has satisfied itself as to the nature of the CITY's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor, and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the CONTRACTOR's obligations under the contract. The CONTRACTOR hereby releases and holds the CITY harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from the expected conditions.

The CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of their employees, CITY Staff, participants, and others on or near the CITY's facilities.

Section 41. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 42. Buy American Act and Domestic Preference

As appropriate, and to the extent consistent with law, the CONTRACTOR shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

The following federally funded requirements are applicable in accordance with the Buy-American Act.

A. Definitions. As used in this paragraph:

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the CONTRACTOR, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the CONTRACTOR, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined,

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produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The CITY does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The CONTRACTOR shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

Section 43. Compliance with all State, Federal, and Local Laws

The CONTRACTOR shall comply with all State, Federal (including Executive Orders), and Local laws, and requirements. The CONTRACTOR must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The CONTRACTOR shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

Section 44. Federal, State, And local requirements

CONTRACTOR shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. CONTRACTOR is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. CONTRACTOR shall ensure compliance with all federal and State tax laws and withholding requirements. The CITY of Duncanville shall not be liable to CONTRACTOR or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. CONTRACTOR shall indemnify the CITY of Duncanville and shall pay all costs, penalties, or losses resulting from CONTRACTOR's omission or breach of this Section.

Section 45. Drug-Free Workplace

The CONTRACTOR shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place

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Act of 1988 is incorporated by reference and the CONTRACTOR shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Section 46. Contractor Liability for Damage to Government Property

The CONTRACTOR shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the CONTRACTOR and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The CONTRACTOR shall notify the CITY of Duncanville Chief Procurement Officer in writing of any such damage within one (1) calendar day.

Section 47. Force Majeure

The CITY of Duncanville, any Customer, and the CONTRACTOR shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the CITY of Duncanville. In the event of an occurrence under this Section, the CONTRACTOR will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and the CONTRACTOR continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CONTRACTOR shall immediately notify the CITY of Duncanville Chief Procurement Officer by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

Section 48. Non-Waiver of Rights

Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive, or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

Section 49. No Waiver of Sovereign Immunity

The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the CITY of Duncanville of any immunities from suit or from liability that the CITY of Duncanville may have by operation of law.

Section 50. Confidentiality

In order to provide the deliverables to the CITY, CONTRACTOR may require access to certain of the CITY's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the CITY or its licensors consider confidential) (collectively, "Confidential Information"). CONTRACTOR acknowledges and agrees that the Confidential Information is the valuable property of the CITY and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the

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CITY and/or its licensors. The CONTRACTOR (including its employees, subcontractor's, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the CITY or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the CONTRACTOR promptly notifies the CITY before disclosing such information so as to permit the CITY reasonable time to seek an appropriate legal remedy. The CONTRACTOR agrees to use protective measures no less stringent than the CONTRACTOR uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Section 51. Non-Publicity

City of Duncanville and Consultant agree not to disclose the existence or contents of this Contract to any third party without the prior written consent of the other party except: (a) to its advisors, attorneys or auditors who have a need to know such information, (b) as required by law or court order, (c) as required in connection with the reorganization of a party, or its merger into any other corporation, or the sale by a party of all or substantially all of its properties or assets, or (d) as may be required in connection with the enforcement of this Contract.

Section 52. No Warranty by City Against Infringements

The CONTRACTOR represents and warrants to the CITY that: (i) the CONTRACTOR shall provide the CITY good and indefeasible title to the deliverables and (ii) the deliverables supplied by the CONTRACTOR in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the CONTRACTOR does not know of any valid basis for any such claims. The CONTRACTOR shall, at its sole expense, defend, indemnify, and hold the CITY harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the CITY's exercise anywhere in the world of the rights associated with the CITY's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the CONTRACTOR's breach of any of CONTRACTOR's representations or warranties stated in this Contract. In the event of any such claim, the CITY shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the CITY's behalf. Further, CONTRACTOR agrees that the CITY's specifications regarding the deliverables shall in no way diminish CONTRACTOR's warranties or obligations under this paragraph and the CITY makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of CONTRACTOR.

Section 53. Warranty-Services

The Consultant warrants and represents that all services to be provided the City of Duncanville under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and

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covenants of the Contract, and all applicable Federal, State, and local laws, rules, or regulations.

A. The Consultant may not limit, exclude, or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Consultant shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City of Duncanville. All costs incidental to such additional performance shall be borne by the Consultant. The City of Duncanville shall endeavor to give the Consultant written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City of Duncanville's rights under this section.

C. If the Consultant is unable or unwilling to perform its services in accordance with the above standard as required by the City of Duncanville, then in addition to any other available remedy, the City of Duncanville may reduce the amount of services it may be required to purchase under the Contract from the Consultant and purchase conforming services from other sources. In such event, the Consultant shall pay to the City of Duncanville upon demand the increased cost, if any, incurred by the City of Duncanville to procure such services from another source.

Section 54. Byrd Anti-Lobbying Act Requirements

The CONTRACTOR hereby certifies, for contracts exceeding \$100,000, that no federal appropriated funds from this contract shall be used to pay any person or organization for influencing or attempting to influence an officer, or employee of any Local, State, or Federal agency, or a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, loan, grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement, or any other award cover by [31 U.S.C. 1352](#).

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

Section 55. Clean Air Act Requirements

In accordance with the provisions of the Federal Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended, for contracts in excess of \$150,000, the CONTRACTOR certifies that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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**Section 56. Solid Waste Disposal Act**

In the performance of this contract, the CONTRACTOR shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements; or at a reasonable price. The CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

Section 57. Claims

If any claim, demand, suit, or other action is asserted against the CONTRACTOR which arises under or concerns the Contract, or which could have a material adverse effect on the CONTRACTOR’s ability to perform thereunder, the CONTRACTOR shall give written notice thereof to the CITY within ten (10) calendar days after receipt of notice by the CONTRACTOR. Such notice to the CITY shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the Duncanville Chief Procurement Officer. Personal delivery to the CITY is defined in the Notices section.

Section 58. Compliance with the Copeland Anti-Kickback Act

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Section 59. Prohibition on Contracting for Covered Telecommunications Equipment or Services

The CONTRACTOR shall comply with Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 which prohibits the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Provided Technology is procured through this Contract, the CONTRACTOR shall be required to complete and submit [Federal Form NDAA-899](#).

Section 60. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

Section 61. Pass Down Language Requirement

Provided the CONTRACTOR utilizes any subcontractors in performance of this contract, the CONTRACTOR shall require the subcontractor to adhere and comply with the terms and conditions of this Contract, by incorporating such into a written contract between the CONTRACTOR and the subcontractor.

Conflicts of Language: Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final

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negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. Final negotiated contract
2. RFP/Bid documents
3. CITY's standard terms and conditions
4. Purchase order
5. Proposal documents and CONTRACTOR terms and conditions

(Signature follows this page)

Exhibit A



EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS CONTRACT, SUCH A PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS CONTRACT. THIS CONTRACT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF DRAFTING OR PREPARATION HEREOF.

This Contract may be executed in multiple counterparts, including by fax or email, each an original, but all considered part of one Contract. The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed original for all legal purposes. IN WITNESS WHEREOF, the parties of these presents have executed this contract in the year and day first above written.

CITY OF DUNCANVILLE, TEXAS

HUITT-ZOLLARS, INC.

Authorized Signature

Authorized Signature

Name: Robert D. Brown, Jr.
Title: City Manager

Name:
Title:

Date

Date

972-780-5058

Phone Number

Phone Number

purchasing@duncanvilletx.gov

Email Address

Email Address

TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

Exhibit A



Exhibit A – Scope of Services, Deliverables, and Schedule

2/ 22 /2024

Mr. Robert Brown
Interim City Manager, City of Duncanville
203 E. Wheatland Road
Duncanville, Texas 75116

Re: Duncanville Facility Condition Assessment – Facility Needs Assessment

Dear Mr. Brown:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this letter of professional architectural and engineering services to the City of Duncanville, Texas (Client) for the Duncanville Facility Conditions and Needs Study. Our proposal is based upon the scope of services, compensation, schedule, and attachments contained herein.

PROJECT DESCRIPTION:

Huitt-Zollars is to assess city facilities for the overall health of the buildings, their core mechanical and structural infrastructure, current space efficiencies, future needs assessment, renovation and expansion opportunities, new facility needs, cost projections, and provide recommendations for a possible bond election to support identified building improvements and/or replacements. These facilities will be assessed.

- City Hall (Police Station portion of building is not included)
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

SCOPE OF SERVICES:

Huitt-Zollars will provide the following services, in the following order of priority:

1. Facility Condition Assessment (FCA): The FCA will be an architectural and engineering assessment of City-owned facilities, including the following elements: architectural, building envelope and finishes, mechanical, electrical and plumbing equipment and systems. Visual inspections will be performed at each of these city facilities to document existing conditions, inventory and deficiencies:

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

The FCA report will provide a summary of the condition of each facility and its respective systems. Tasks are comprised of the following items.

- A. Review of existing construction documents and building diagrams formulated during the 2018 Facility Condition and Needs Assessment to re-establish an understanding of building configurations

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and all systems.

B. Site visit to observe the structural framing at each building in order to assess the structural condition of these elements, a visual survey of the existing MEP systems and data collection on those systems, and an assessment of existing architectural components and finishes. The observations will be performed from ground level and from safely accessible elevated levels and to the extent that the frames and systems are not covered by finishes. It is assumed that the site visit will be conducted in a maximum of two (2) days. Actionable items will be documented and prioritized.

C. ADA Compliance: Provide a report identifying ADA compliance issues, and any challenges at the following facilities.

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

D. Documentation of observed structural conditions including photographs of typical conditions. Development of recommendations for repairs to address structural deterioration or maintenance.

E. Revise the cursory condition assessment of the building MEP systems. Reappraise 2018 concept narratives for the deficient conditions of MEP systems found in sufficient detail to prepare updated budget level estimates of probable construction costs and to describe the recommended remediation including:

- a. Identification of critical and non-critical systems that may affect the ability of the MEP systems to function as intended.
- b. A prioritized list of recommended remediation and associated improvements.
- c. Estimates of probable construction cost for each recommendation.

F. Prepare and submit input to the Client for the final written report. The Client shall review and provide additional data and commentary to this information.

G. Preparation of a final FCA report documenting observations, findings and recommendations including prioritization of repairs. This report will be provided in electronic format.

2. Roof Evaluation and Assessment: Acknowledging that new roofs have been applied to the City Hall, Senior Center and Recreation Center/ Library, this effort will focus upon the overall performance and any observed maintenance issues associated with these new roofs. Our evaluation and assessment of the Service Center's remaining roof life, any type of replacement, and cost of replacement will be updated from the 2018 document. Due to the ongoing importance of roof performance, we will need to tour/observe the building roofs listed below:

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

Tasks are comprised of the following items.

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A. Conduct a brief, cursory review of the available construction documentation to develop an overall

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familiarity with the roof construction of each building.

B. Perform a cursory onsite visual observation of the existing roofs at the facilities. The observation will be directed to confirm construction conditions found in the document review and/or to obtain construction information not available in the documents. Unless agreed otherwise, the observation will be limited to those portions of the structure which are exposed and readily observable without the removal of existing finishes.

C. Prepare a brief letter report to document the findings of the evaluation.

D. This report will include the following:

- a. A description of the scope of evaluation performed under this assessment.
 - b. A description of the findings, including a statement of the probable cause or causes of structural distress if such causes can be reasonably determined from the available information.
 - c. An estimate of the remaining service life of the existing roofs at each facility.
 - d. Recommendations for more in-depth evaluation, if appropriate.
 - e. Recommendations for replacement roof systems, if appropriate.
 - f. Opinions of probable replacement costs for the facility roofs, if appropriate.
3. Facility Needs Assessment (FNA): The FNA will confirm or adjust 2018 data of current space uses, efficiencies in space use, proposed or future needs based on current technologies and standards, and present renovation or expansion opportunities and/or new facilities for the following existing buildings.
- City Hall (Police Station portion of building is not included)
 - Service Center
 - D.L. Hopkins Jr. Senior Center
 - Recreation Center/Library

To tailor the assessment recommendations to your needs Huitt-Zollars will:

- Re-appraise the functional aspects of each building's floor plan based upon any new facility strategies or requirements.
- We will revise the staff responses to the 2018 questionnaires to their essence. Then redistribute the questionnaires to appropriate staff. Space will be provided for new responses while the inclusion of the 2018 work will either minimize duplication of effort, or hi-light differences.
- The Programming Document will be updated.
- The Proposed Probable Costs tool will be updated.

A draft version of the FNA report would be reviewed with Duncanville Staff, and the Citizens Bond Committee if appropriate, before the final FNA report is issued.

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5. Summary Report: The summary report will provide information in an abbreviated format in support of a possible bond election to fund facility improvements as recommended by the above tasks. The items in the Summary Report will include:

A. Introduction: describes the purpose of the Report/Study and provides necessary background information.

Exhibit A



- B. Executive Summary: provides a brief overview, written for the non-technical reader, of Report/Study findings and recommendations in summary format.
- C. Technical Discussion: provides technical discussion of the basis for the findings and recommendations.
- D. Appendix: provides back-up materials which may include building diagrams, calculations, Owner-provided data, manufacturers' technical descriptive bulletins (cut sheets) for the key components such as MEP systems.
- E. Specific top priority deficiencies and capital improvements categorized and quantified
- F. Cost projections and recommendations
- G. A prioritized list based on highest need and the City's expected available bond capacity
- H. A draft version of the report would be reviewed with Duncanville Staff, and the Citizens Bond Committee if appropriate, before a final report is issued.
- I. Attendance at one (1) meeting with the City and assessment team to assist in presenting our findings.
- J. Attend one conference call or meeting with the Owner to present the Final Report.
- PROJECT APPROACH & SCHEDULE: The following phased approach will be used during this project. We will work with you to develop an acceptable schedule based on availability of access to project sites. We estimate we can complete the above service within twelve (12) weeks after a formal NTP and receipt of a signed contract.
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 - Review as-built plans and O&M documentation for existing facilities and review data collected during the 2018 Assessment.
 - Revise and distribute Questionnaires to appropriate key staff.
 - Conduct pre-assessment surveys
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 - Identify existing deficiencies
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 - Compile all data from As-built, O&M and site inspections into applicable data base tables.
 - Compile deficiencies and determine the appropriate corrective action and estimate costs to implement the corrective action for each deficiency.
 - Prioritize deficiencies using defined categories.
 - Develop a cost model for each major building system tailored to each type of facility

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Exhibit A



- Cost benefit analysis of reusing existing systems or facilities
- Conceptual design alternatives for the re-arrangement of interior space to improve operational efficiency
- Deliverable: Roof Report, FCA early draft, FNA early draft
- 4. Capital Planning and Summary Report Phase (Week 10-11)
 - Provide recommendations for capital bond program projects
 - Deliverable: draft Summary Report with recommended project prioritization and cost estimates
- 5. Final Report Phase (Weeks 11 through 12)
 - Assist Duncanville staff during Citizens Bond Committee and City Council meetings
 - Receive comments from the City on the draft report.
 - Prepare and incorporate City comments into the Final Summary report.
 - Deliverable: FCA Report, FNA Report, Final Summary Report

COMPENSATION:

Our estimated budget for performing the Basic Services will be a lump sum fee of \$95,000 plus reimbursable expenses which has the following breakout.

<u>Item</u>	<u>Phase / Task / Deliverable</u>	<u>Schedule</u>	<u>Total</u>
<u>1</u>	<u>Planning Phase</u>	<u>Week 1-3</u>	<u>\$ 23,000</u>
<u>2</u>	<u>Facility and Needs Assessment Phase, incl ADA</u>	<u>4-6</u>	<u>\$ 20,250</u>
<u>3</u>	<u>Data Building Phase</u>	<u>7-9</u>	<u>\$ 23,000</u>
<u>4</u>	<u>Capital Planning and Summary Reports Phase</u>	<u>10-11</u>	<u>\$ 17,250</u>
<u>5</u>	<u>Final Summary Report Phase</u>	<u>11-12</u>	<u>\$ 11,500</u>
	<u>Basic Services Total (Lump Sum)</u>		<u>\$ 95,000</u>

Method of Compensation:

Lump Sum: The fee basis for the Scope of Services, as outlined in this Attachment "A", will be on a lump sum basis. Payment shall be based on percent of work completed for each reporting period as supported by the required deliverables.

ADDITIONAL SERVICES:

Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, these items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the Client in writing, shall be completed either on a lump sum or time and materials basis in accordance with our standard rate sheet. Such additional services may include:

- Measured drawings of existing conditions
- Creating requests for proposals for design and/or construction services identified as a result of facility condition assessments.
- Preparation of Architectural and/or Engineering plans and specifications.
- Page 18 of 37

Exhibit A



- Any other service not otherwise included herein.

EXCLUDED SERVICES:

Huitt-Zollars, Inc. shall not be required to furnish any legal or accounting advice or service. Test pits, material and equipment operating tests and other special consulting services including, but not limited to, asbestos, hazardous and toxic materials management are not included within this Agreement. Huitt-Zollars team staff are professional architects and engineers; however they are not licensed electricians or HVAC technicians and will not open or enter into HVAC or Electrical equipment where exposed, live mechanical or electrical parts are present or hazardous conditions may exist.

- Provision of hardcopies of the final report.
- Removal of building finishes, including suspended ceiling tiles, to observe the structural frame or other concealed elements.
- Provision of ladders, scaffold, aerial lifts, etc. Observations shall be from ground level and elevated levels that can be accessed safely. Obvious and observable maintenance, renovation or repair work will be documented and used as the basis of generating the prioritized list and opinion of probably cost.
- Preparation of construction documents.
- Provision of construction administration services.
- Geotechnical investigations and testing of existing in-place materials or framing systems to determine strengths, properties of materials or similar information.
- Field measurements of existing structures or framing. Existing structures or framing will be depicted in accordance with existing documents provided by others.
- MEP system assessments are limited to the interior of the building and a 10-foot perimeter around the building. The main electrical feed to the building will be assessed, if it is within the 10-foot perimeter. Site and parking lighting is excluded, but could be added if requested.
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- Fire protection and alarm systems are excluded from the scope of the MEP assessment.

CLIENT PROVIDED SERVICES:

Client shall provide the following items:

- Listing of project goals for this contract, and where applicable, objectives in the use or need for each facility.
- Latest reports of roof conditions and MEP systems for each facility.
- Listing of known deficiencies or conditions of concern for each facility.
- Schedule for deliverables and project milestones at the start of the project, from that proposed herein.
- Access these facilities, including escort where needed so that services can be performed in a manner, sequence and timing that coordinates with those of the Client.
- Architectural and engineering drawing backgrounds for each building and its site, CAD file format preferred. Will reference information collected in 2018.
- A complete listing of the project sites, including age and gross square footage of each facility. Will

Exhibit A



- reference information collected in 2018.
• Record and O&M documentation of Project Sites as available.

FORM OF CONTRACT:

We expect to provide these services using the City's standard Professional Services Contract. This proposal would be an exhibit to that contract document.

We appreciate the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call or contact us.

Sincerely,
Huitt-Zollars, Inc.



Kirby Chadwell, AIA
Vice President



John Anthony Sosebee, PE, DBIA
Senior Vice President

Exhibit A



Exhibit B – Conflict of Interest Form

NOTICE TO VENDORS AND INSTRUCTIONS FOR CONFLICT-OF-INTEREST QUESTIONNAIRE

H.B. 914, passed during the 2005 Texas legislative session, became effective on January 1, 2006. The bill enacts Local Government Code Chapter 176. That bill requires a vendor that wishes to conduct business or be considered for business with the City of Duncanville to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict-of-interest questionnaire (FORM CIQ).

Section 176.006 requires disclosing a person’s “affiliations or business relationships that might cause a conflict of interest.” The term “affiliation” is not defined in Chap. 176. However, the general definition of “affiliation” would mean any association or connection. So any affiliation, including friendship, membership in some group or organization, residence in the same neighborhood, relationship by blood or marriage, or any other connection, must be disclosed.

How to fill out the Conflict-of-Interest Questionnaire form:

Each number below corresponds with the number on FORM CIQ:

1. Fill in the full name of the person (you) trying to do business with the City of Duncanville. If the business is a corporation, partnership, etc., then each person who acts as an agent for the business in dealings with the City of Duncanville must complete this form.
2. Check box if the form is an update to a form previously completed. Updates are required by law by September 1 of each year in which the person submits a proposal, bid or response to the City of Duncanville or begins contract discussions or negotiations with the City of Duncanville. Updates are also required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate.
3. Describe how you are affiliated or related to a City of Duncanville employee, City Council member, or contractor with the City of Duncanville (such as an engineering or architectural firm) who makes recommendations to the City for awards. **If no affiliation or business relationship exists, state “None.”**
4. Describe how you are affiliated with or related to a local government officer. **If no affiliation or business relationship exists, state “None.”**
5. Complete this Section by listing the name of each local government officer with whom there is an affiliation or business relationship, and you checked the “Yes” box in Section 5 A, B, or C.
6. ~~Page 33 of 37~~ Describe any other affiliation or business relationship that might cause a conflict. If no conflicts check the

Exhibit A



#4 box as well.

7. **Signature box. Date and sign the form. A signature is required from the person completing the form even if "None" entered in boxes 3, 4, & 6.**

Exhibit A



Exhibit C – Form 1295 Instructions

	CONFLICT OF INTEREST QUESTIONNAIRE -	FORM CIQ
	For vendor or other person doing business with local governmental entity	
	This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	
	This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government, Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
1	Name of vendor who has a business relationship with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3	Name of local government officer about whom the information in this section is being disclosed. Name of Officer This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.	
4	☐ I have no Conflict of Interest to disclose.	
5	Signature of vendor doing business with the governmental entity Date	

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Exhibit A



Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the CITY may not enter into this contract unless the CONTRACTOR submits a disclosure of interested parties (Form 1295) to the CITY at the time the CONTRACTOR submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

CONTRACTOR will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The CONTRACTOR shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on the signature page of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@duncanville.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The CITY must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.



Exhibit D – Texas House Bill 89 Verification Statement

For the City of Duncanville, Texas Agreements

I, _____ (Person name), the undersigned representative
of _____ (Company or Business name)

_____ (hereafter referred to as company) do hereby verify
that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE



2/ 22 /2024

Mr. Robert Brown
Interim City Manager, City of Duncanville
203 E. Wheatland Road
Duncanville, Texas 75116

Re: Duncanville Facility Condition Assessment – Facility Needs Assessment

Dear Mr. Brown:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this letter of professional architectural and engineering services to the City of Duncanville, Texas (Client) for the Duncanville Facility Conditions and Needs Study. Our proposal is based upon the scope of services, compensation, schedule, and attachments contained herein.

PROJECT DESCRIPTION:

Huitt-Zollars is to assess city facilities for the overall health of the buildings, their core mechanical and structural infrastructure, current space efficiencies, future needs assessment, renovation and expansion opportunities, new facility needs, cost projections, and provide recommendations for a possible bond election to support identified building improvements and/or replacements. These facilities will be assessed.

- City Hall (Police Station portion of building is **not** included)
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

SCOPE OF SERVICES:

Huitt-Zollars will provide the following services, in the following order of priority:

1. Facility Condition Assessment (FCA): The FCA will be an architectural and engineering assessment of City-owned facilities, including the following elements: architectural, building envelope and finishes, mechanical, electrical and plumbing equipment and systems. Visual inspections will be performed at each of these city facilities to document existing conditions, inventory and deficiencies:

- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

DALLAS OFFICE
HUITT-ZOLLARS, INC. 5430 LBJ Fwy, Suite 1500, Dallas, TX 75240

O: 214.871.3311
F: 214.871.0757

HUITT-ZOLLARS.COM



The FCA report will provide a summary of the condition of each facility and its respective systems. Tasks are comprised of the following items.

- A. Review of existing construction documents and building diagrams formulated during the 2018 Facility Condition and Needs Assessment to re-establish an understanding of building configurations and all systems.
 - B. Site visit to observe the structural framing at each building in order to assess the structural condition of these elements, a visual survey of the existing MEP systems and data collection on those systems, and an assessment of existing architectural components and finishes. The observations will be performed from ground level and from safely accessible elevated levels and to the extent that the frames and systems are not covered by finishes. It is assumed that the site visit will be conducted in a maximum of two (2) days. Actionable items will be documented and prioritized.
 - C. ADA Compliance: Provide a report identifying ADA compliance issues, and any challenges at the following facilities.
 - City Hall
 - Service Center
 - D.L. Hopkins Jr. Senior Center
 - Recreation Center/Library
 - D. Documentation of observed structural conditions including photographs of typical conditions. Development of recommendations for repairs to address structural deterioration or maintenance.
 - E. Revise the cursory condition assessment of the building MEP systems. Reappraise 2018 concept narratives for the deficient conditions of MEP systems found in sufficient detail to prepare updated budget level estimates of probable construction costs and to describe the recommended remediation including:
 - a. Identification of critical and non-critical systems that may affect the ability of the MEP systems to function as intended.
 - b. A prioritized list of recommended remediation and associated improvements.
 - c. Estimates of probable construction cost for each recommendation.
 - F. Prepare and submit input to the Client for the final written report. The Client shall review and provide additional data and commentary to this information.
 - G. Preparation of a final FCA report documenting observations, findings and recommendations including prioritization of repairs. This report will be provided in electronic format.
2. **Roof Evaluation and Assessment:** Acknowledging that new roofs have been applied to the City Hall, Senior Center and Recreation Center/ Library, this effort will focus upon the overall performance and any observed maintenance issues associated with these new roofs. Our evaluation and assessment of the Service Center's remaining roof life, any type of replacement, and cost of replacement will be updated from the 2018 document. Due to the ongoing importance of roof performance, we will need to tour/observe the building roofs listed below:



- City Hall
- Service Center
- D.L. Hopkins Jr. Senior Center
- Recreation Center/Library

Tasks are comprised of the following items.

- A. Conduct a brief, cursory review of the available construction documentation to develop an overall familiarity with the roof construction of each building.
- B. Perform a cursory onsite visual observation of the existing roofs at the facilities. The observation will be directed to confirm construction conditions found in the document review and/or to obtain construction information not available in the documents. Unless agreed otherwise, the observation will be limited to those portions of the structure which are exposed and readily observable without the removal of existing finishes.
- C. Prepare a brief letter report to document the findings of the evaluation.
- D. This report will include the following:
 - a. A description of the scope of evaluation performed under this assessment.
 - b. A description of the findings, including a statement of the probable cause or causes of structural distress if such causes can be reasonably determined from the available information.
 - c. An estimate of the remaining service life of the existing roofs at each facility.
 - d. Recommendations for more in-depth evaluation, if appropriate.
 - e. Recommendations for replacement roof systems, if appropriate.
 - f. Opinions of probable replacement costs for the facility roofs, if appropriate.

3. Facility Needs Assessment (FNA): The FNA will confirm or adjust 2018 data of current space uses, efficiencies in space use, proposed or future needs based on current technologies and standards, and present renovation or expansion opportunities and/or new facilities for the following existing buildings.

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To tailor the assessment recommendations to your needs Huitt-Zollars will:

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- The Programming Document will be updated.
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- J. Attend one conference call or meeting with the Owner to present the Final Report.

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Our estimated budget for performing the Basic Services will be a lump sum fee of **\$95,000 plus reimbursable expenses** which has the following breakout.

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- Access these facilities including escort where needed so that services can be performed in a manner, sequence and timing that coordinates with those of the Client.
- Architectural and engineering drawing backgrounds for each building and its site, CAD file format preferred. Will reference information collected in 2018.
- A complete listing of the project sites, including age and gross square footage of each facility. Will reference information collected in 2018.
- Record and O&M documentation of Project Sites as available.



FORM OF CONTRACT:

We expect to provide these services using the City's standard Professional Services Contract. This proposal would be an exhibit to that contract document.

We appreciate the opportunity to submit this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call or contact us.

Sincerely,
Huitt-Zollars, Inc.

A handwritten signature in blue ink, reading 'Kirby Chadwell'.

Kirby Chadwell, AIA
Vice President

A handwritten signature in blue ink, reading 'John Anthony Sosebee'.

John Anthony Sosebee, PE, DBIA
Senior Vice President

Douglas Finch

From: Chadwell, Kirby <kchadwell@Huitt-Zollars.com>
Sent: Monday, February 26, 2024 1:13 PM
To: Robert Brown (ACM)
Cc: Douglas Finch; Elton Brock; Sosebee, Tony
Subject: Follow up - Duncanville FCA-FNA Proposal

Importance: High

Good afternoon Mr. Brown;

Thank you for your e-mail and quick response. We look forward to hearing more from you and working with you and your team on this update to the FCA for the four buildings.

We thought it might be helpful and informative for you and your team to provide a little more background and information relative to Market conditions and our proposal and its fee.

Since we did the previous FCA project for the City of Duncanville back in 2018, the overall Architectural / Engineering / Construction industry has faced many issues and obstacles in the last 5 to 6 years which have caused significant increases in Professional Design fees and Construction Services. Some aspects of these factors continue to this day.

Design fees and Construction Services. Some aspects of these factors continue to this day.:

- Significant escalations costs year by year (labor and materials). Most of our public sector clients have seen cost rise annually much more than was seen pre-Covid, some as much as 10% to 15% year over year. Many are using a 10% annual rate of escalation for budgeting purposes, and a separate contingency item where they can account for the unexpected. Some Contractors have stated experiencing escalations in costs from since the pre-Covid time frame to now of as much as 40% - 50 %.
- Prolonged supply chain delivery issues causing longer schedules and higher costs, some of which still exist, especially for electrical equipment, structural steel, and elevators.
- Labor and staff shortages, and increased labor rates to retain experienced staff. This is more constrained in Texas due to its robust economy where 1 million people continue to move into the state annually, of which about 130,000 migrate into our North Central Texas region annually.
- Residual impacts post-Covid – Staffing expectations have changed making hiring and retaining staff more difficult than pre-Covid. We find we must work to try to meet or provide for some of those expectations or requirements in retaining current staff or hiring new staff.
- Though inflation is easing across the Country, it has not stalled construction in Texas, just temporarily slowed it for a few months. We see the tempo picking back up in 2024.

These factors have weighed on the fees shown in our current proposal. The work that was previously performed for the 2018 project will serve as the foundation and base for the new

Project work and its' scope of 4 buildings. Our fees are based on our projections for the appropriate level of staffing (and current labor rates) for each of the 5 phases and proposed schedules for each.

As you review our proposal, please let us know if you have questions or concerns that you may need for us to address with you. Thank you for this opportunity, and we look forward to continued work with the City of Duncanville!

Respectfully,

Kirby Chadwell, AIA

Vice-President

Cell – (817) 683-3297

From: Robert Brown (ACM) <robert.brown@duncanvilletx.gov>

Sent: Thursday, February 22, 2024 3:30 PM

To: Chadwell, Kirby <kchadwell@Huitt-Zollars.com>

Cc: Douglas Finch <douglas.finch@duncanvilletx.gov>; Elton Brock <elton.brock@duncanvilletx.gov>

Subject: FW: Duncanville FCA-FNA Proposal

Mr. Chadwell,

Thank you for preparing the facility conditions and needs assessment proposal. We look forward to reviewing your proposal and we will contact you very soon.

Best regards,

Robert D. Brown, Jr.

Assistant City Manager



203 E. Wheatland Road

Duncanville, TX 75116

972.780.5004. P | 972.780.5077 F

www.Duncanville.com

From: Chadwell, Kirby <kchadwell@Huitt-Zollars.com>

Sent: Thursday, February 22, 2024 3:04 PM

To: Robert Brown (ACM) <robert.brown@duncanvilletx.gov>

Cc: Sosebee, Tony <TSosebee@Huitt-Zollars.com>

Subject: Duncanville FCA-FNA Proposal

God afternoon Mr. Brown.

As requested, please see the attached for our Professional Architectural and Engineering Services Proposal for the City of Duncanville Facility Conditions and Needs Study.

We appreciate the opportunity and look forward to hearing back from you.

Kirby Chadwell, AIA

Vice-President

Cell – (817) 683-3297



5430 LBJ Freeway
Suite 1500
Dallas, TX 75240



kchadwell@Huitt-Zollars.com



www.huitt-zollars.com



(214) 871-3311

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City of Duncanville
 203 E. Wheatland Rd
 Duncanville, TX 75116
 972.780.4900 P | 972.780.4949 F
www.duncanvilletx.gov



emo

Date	February 27, 2024
To	Mayor and Council
Thru	Douglas Finch, Jr., City Manager
Thru	Robert Brown, Assistant City Manager
From	Elton D. Brock, MBA, CTCM, CTPM, CPSM, CPM, Chief Procurement Officer
Subject	Sole Source Approval for Facility Condition Assessment Report

Request:

Approve a sole source purchase with Huitt-Zollars for the Facility Condition Assessment Report.

Justification:

In 2018, the City of Duncanville engaged Huitt-Zollars' firm to conduct a facility condition assessment. This service needs to be updated. Per the statutory provisions of Texas Government Code 252.022, I recommend that the City approve an exception to the competitive requirements for this service, as the previous work is only available from one source.

- The cost to replicate the previous work conducted by the same firm would be cost-prohibitive and not the "best value" for the City of Duncanville.
- Using the previous work product produced by Huitt-Zollars allows for cost-savings to be achieved by the City of Duncanville
- Huitt-Zollars is one of the most respected firms in the United States, with twenty offices nationwide, consistent repeat business, and recognition via numerous awards and honors.
<https://www.huitt-zollars.com/about/news/our-projects>

The utilization of Huitt-Zollars for this project will create improved efficiency, collaboration, quality, and consistency in the delivery of this vital assessment regarding the City's Building infrastructure.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Consider an Ordinance of the City of Duncanville, Texas, approving and adopting an increase in the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who is sixty-five years of age or older; an increase to the exemption of appraised value of residence homesteads in the city from \$35,000 to \$40,000 of appraised value for an adult who receives disability insurance benefits under Federal Old Age, Survivors, and Disability insurance; amending the Code of Ordinances by amending Chapter 18 "Taxation," Article I "In General," by amending subsection 18.5 "Residence Homestead Exemption for Senior Citizen"; and by amending subsection 18.6 "Residence Homestead Exemption for Disabled" to update the exemption amount to \$40,000.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

STAFF RESPONSIBLE:

Jennifer Otey, Budget Administrator

BACKGROUND/HISTORY:

In the FY 2022-23 budget season, staff discussed with the City Council the commitment to increasing the senior citizen and disabled property tax exemption beginning with the tax year 2023 (FY2023-24 budget) and again for the tax year 2024 (FY2024-25 budget). The commitment made in FY 2022-23 was to increase the exemption by \$5000 each tax year for the next two years. The current exemption is \$35,000, as approved by Ordinance 2470. With the continued increase in home values across the Dallas-Fort Worth Metroplex, the City recognizes the growing tax burden on the citizens of Duncanville. The amendment of this ordinance will increase the exemption to \$40,000.

To provide an idea of how much the increase in exemption would impact revenues for the City, a scenario was calculated using the tax year 2023 values for both the senior citizen and the disabled groups, and the 2023 tax rate. This information was pulled from the Dallas Central Appraisal District certified rolls.

<u>TAX YEAR</u> <u>2023</u>	<u>Total</u> <u>Parcels</u>	<u>Total</u> <u>Market</u> <u>Value</u>	<u>Taxable</u> <u>Value</u>	<u>Estimated</u> <u>reduction in</u> <u>taxable</u> <u>value</u>	<u>Estimated</u> <u>Taxable</u> <u>Value with</u> <u>updated</u> <u>exemption</u>	<u>Property</u> <u>Tax @</u> <u>0.646034</u>
Disabled Roll @35,000 Exemption	295	79,996,900	48,209,297			311,448.45
Disabled Roll @40,000 Exemption	295	79,996,900	48,209,297	(1,475,000)	46,734,297	<u>301,919.45</u>
						(9,529.00)
Over 65 Roll @35,000 Exemption	3166	927,712,010	614,283,092			3,968,477.63
Over 65 Roll @40,000 Exemption	3166	927,712,010	614,283,092	(15,830,000)	598,453,092	<u>3,866,210.45</u>
						(102,267.18)
		TOTAL ESTIMATED REDUCTION IN TAX INCOME				(111,796.18)

The estimated reduction in tax revenue to the City based on the 2023 tax year values is \$111,796.18. In addition, based on the 2023 tax year average market value of \$273,697 and the 2023 property tax rate of \$0.646034, the reduction in the city-paid portion to a resident who qualifies for an over-65 exemption would be approximately \$32.30. This amount will ultimately vary depending on each resident's 2024 appraised value and the tax rate.

POLICY EXPLANATION:

Dallas Central Appraisal District, for the tax year 2024, has a deadline of April 21, 2024, for Cities to provide an ordinance, if updates to exemptions will apply. This will allow for the updates to be calculated in the first EVR (Estimate of Value Report), projected to be released on May 13, 2024.

FUNDING SOURCE:

ORG and Object Number

NA

Available Budget

NA

Purchase Amount

NA

After Encumber

NA

ACTION ALTERNATIVES:

1. Approve the Ordinance to increase the exemption for Senior Citizens and Disabled from \$35,000 to \$40,000 for the tax year 2024.
2. Do not approve the Ordinance.
3. Other actions as directed by Council.

ATTACHMENTS:

[Ordinance 2514 - Amending Seniors and Disabled Property Tax Exemptions](#)

ORDINANCE NO. 2514

AN ORDINANCE OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 18 'TAXATION', ARTICLE I 'IN GENERAL', BY AMENDING SECTION 18-5 "RESIDENCE HOMESTEAD EXEMPTION FOR SENIOR CITIZEN" AND SECTION 18-6 "RESIDENCE HOMESTEAD EXEMPTION FOR DISABLED" TO INCREASE THE PROPERTY TAX EXEMPTION FOR SENIOR CITIZEN AND DISABLED FROM \$35,000 TO \$40,000; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the "City") desires to increase the Senior Citizen and Disabled Property Tax Exemption by \$5,000, amending the exemption from \$35,000 to \$40,000 beginning with tax year 2024 and continuing thereafter; and

WHEREAS, the City desires to amend the Code of Ordinances, Chapter 18 "Taxation", Article I "In General" to update the exemption amounts for senior citizen and for disabled; and

WHEREAS, that the City Council of the City of Duncanville, Texas hereby approves the increase in the property tax exemption for senior citizen and disabled from \$35,000 to \$40,000.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS:

SECTION 1. That the City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 18 "Taxation," Article I "In General," by amending Section 18-5. "Residence homestead exemption for senior citizen" and Section 18-6. "Residence homestead exemption for disabled" to herein after read as follows:

"CHAPTER 18 – TAXATION

ARTICLE 1. – IN GENERAL

Sec. 18-1. – Tax assessor and collector

.....

Sec. 18-5. – Residence homestead exemption for senior citizen

Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13(d) of the Texas Property Tax Code, Forty Thousand Dollars (\$40,000) of the appraised value of the residence homestead of an individual 65 years of age or older shall be exempt from ad valorem taxation beginning with tax year 2023 and continuing thereafter, provided, however such individual qualifies for and makes application for such exemption in accordance with the Texas Property Tax Code, as amended.

Sec. 18-6. – Residence homestead exemption for disabled

Pursuant to Article VIII, Section 1-b of the Texas Constitution and Section 11.13(d) of the Texas Property Tax Code, Forty Thousand Dollars (\$40,000) of the appraised value of the residence homestead of an individual who is disabled shall be exempt from ad valorem taxation beginning with tax year 2023 and continuing thereafter, provided, however, such individual qualifies for and makes application for such exemption in accordance with the Texas Property Tax Code, as amended.

.....”

SECTION 2. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 3. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY ORDAINED by the City Council of the City of Duncanville, Texas, on this the 19th day of March 2024.

APPROVED:

BARRY L. GORDON, MAYOR

ATTEST:

CHIQUITA TAYLOR, CITY SECRETARY

APPROVED AS TO FORM:

ROBERT E. HAGER, CITY ATTORNEY



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Consider a Resolution authorizing a contract for fireworks display with Pyrotecnico Fireworks, Inc., in the amount not to exceed \$178,450.00 over the 5-year period.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation
Elton Brock, Chief Procurement Officer

BACKGROUND/HISTORY:

In 2017, the City of Duncanville approved a one-year term contract for fireworks display for the annual Independence Day Celebration at Armstrong Park with Pyrotecnico Fireworks, Inc. of Addison, Texas. The contract was for a one-year term with five one-year renewal options available. The City of Duncanville approved the final one-year renewal options with Pyrotecnico Fireworks, Inc. of Addison, Texas, in 2023.

The City of Duncanville solicited sealed proposals for Pyrotechnic Production with the first legal publication on Wednesday, October 11, 2023, followed by the second legal publication on Wednesday, October 18, 2023.

The City of Duncanville held a non-mandatory pre—proposal meeting on Wednesday, October 25, at 1:00 PM (CST) via TEAMS Virtual Meeting.

Completed bid requests were received prior to bid closing at 2:00 PM (CST) publicly opened at 2:30 PM (CST) on Friday, November 16, 2023, for a five-year term bid for fireworks display at Armstrong Park. Only one (1) bid was received and opened.

The highlights of the five-year term bid include:

- Terms – (5) five years
- Renewals – five (5) one-year renewal options available
- Termination – standard “without cause” termination included in the bid’s standard terms and conditions
- The full show display should be no less than 25 minutes and no longer than 30 minutes
- Provide all necessary labor, equipment, and supervision to set up and dismantle the display.

POLICY EXPLANATION:

Local Government Code Chapter 252.043(a) allows cities options for goods or services to award to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.

Five-year term pricing:

FY 2024 - \$33,000.00
FY 2025 - \$35,475.00
FY 2026 - \$35,475.00
FY 2027 - \$36,700.00
FY 2028 - \$37,800.00

FUNDING SOURCE:

ORG and Object Number
01044200-700450

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$61,524.25	\$33,000.00	\$28,524.25

ACTION ALTERNATIVES:

1. Approve funding in the amount of \$178,450.00 for a five-year period for fireworks display with Pyrotecnico Fireworks, Inc.
2. Do not provide funding for fireworks display with Pyrotecnico Fireworks, Inc.
3. Other actions as directed by Council.

ATTACHMENTS:

[Pyrotecnico Fireworks, Inc. - Services Contract No. 3230164](#)
[Resolution No. - 2024-240 - Fireworks display for the Independence Day Celebration at Armstrong Park - Pdf](#)



THE CITY OF DUNCANVILLE

Services Contract

#3230164

RFB 24-0004

This services agreement ("Contract") is made as of the Effective Date by and between:

Pyrotecnico Fireworks, Inc.

Attn: Pedro Perdomo

4301A Lindbergh Drive

Addison, TX 75001

(469) 553-9916

pperdomo@pyrotecnico.com

hereinafter called "CONTRACTOR", and the **City of Duncanville, Texas**, hereinafter called "OWNER".

RECITALS

WHEREAS, OWNER desires CONTRACTOR to perform certain work and services set forth in Section 1, Scope of Services; and

WHEREAS, CONTRACTOR has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Section 1, of this Agreement; and

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, OWNER and CONTRACTOR agree as follows:

Section 1. Scope of Services

Upon execution of this Contract by OWNER, CONTRACTOR agrees to provide to OWNER the necessary items, as set forth in the Scope of Services attached hereto as **Exhibit "A"** and incorporated herein by reference ("the Scope of Services").

Section 2. Term of Contract

The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and continue for **five years** through **August 1, 2028**. The contract may be eligible for renewal on the anniversary date thereafter if both parties agree. If the contractor intends to non-renew, it shall notify the City in writing at least (30) days prior to the anniversary date. Each renewal will be in one (1) year increments, with the total contract length not to exceed five (5) additional years, unless sooner terminated as provided in Section 8, below.

Section 3. Contractor Obligations

A. THE CONTRACTOR shall devote such time as reasonably necessary for the satisfactory performance of the work under this Contract, as described in the Scope of Services, attached, and incorporated herein as Exhibit A. Should OWNER require additional services not included under this Contract, CONTRACTOR shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by OWNER; and without decreasing the effectiveness of the performance of services required under this Contract.

B. To the extent reasonably necessary for CONTRACTOR to perform the services under this Contract, CONTRACTOR shall be authorized to engage the services of any agents, assistants, persons, or

corporations that CONTRACTOR may deem proper to aid or assist in the performance of the services under this Contract with the prior written approval of OWNER. The cost of such personnel and assistance shall be a reimbursable expense to CONTRACTOR only if authorized in writing in advance by OWNER.

C. CONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in the Scope of Services.

Section 4. Payment

OWNER agrees to pay CONTRACTOR for all services authorized in writing and properly performed by CONTRACTOR in accordance with the Payment Schedule set forth in "Exhibit A", attached hereto and incorporated herein by reference, subject to additions or deletions for changes or extras agreed upon in writing. All fees paid to the CONTRACTOR, by the OWNER, shall be based on invoices submitted by the CONTRACTOR for work performed monthly by the OWNER, less any previous payments. Payments shall be made within 30 days of receipt of the invoice by OWNER.

OWNER reserves the right to delay, without penalty, any partial payment when, in the opinion of OWNER, CONTRACTOR has not performed in a satisfactory manner based on the Scope of Services.

The total CONTRACTOR fee shall be as specified in 'Exhibit B'. OWNER may deduct from any amounts due or to become due to CONTRACTOR any sum or sums owing by CONTRACTOR to OWNER. In the event of any breach by CONTRACTOR of any provision or obligation of this Contract, or in the event of the assertion by other parties of any claim or lien against OWNER, or the OWNER's premises, arising out of CONTRACTOR's performance of this Contract, OWNER shall have the right to retain out of any payments due or to become due to CONTRACTOR an amount sufficient to completely protect the OWNER from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by CONTRACTOR.

Section 5. Responsibilities

- A. THE CONTRACTOR shall be responsible for the quality for goods and services furnished by CONTRACTOR under this Contract. CONTRACTOR shall complete the work with the professional skill and care ordinarily provided by similarly situated professionals in the same or similar locality and under the same or similar circumstances and professional license. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the services.
- B. Neither OWNER's review, approval or acceptance of, nor payment for any of the services required under this Contract, shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable to OWNER in accordance with applicable law for all damages to OWNER caused by CONTRACTOR's negligent performance of any of the services furnished under this Contract.
- C. The rights and remedies of OWNER under this Contract are as provided by law.

Section 6. Time for Performance

- A. CONTRACTOR shall perform all services as provided for under this Contract in a proper, efficient and professional manner in accordance with Owner's requirements generally agreed upon by the OWNER and the CONTRACTOR and in writing.
- B. In the event CONTRACTOR's performance of this Contract is delayed or interfered with by acts of the OWNER or others, CONTRACTOR may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.
- C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to CONTRACTOR, unless CONTRACTOR shall have made written request upon OWNER for such

extension within forty-eight (48) hours after the cause for such extension occurred, and unless OWNER and CONTRACTOR have agreed in writing upon the allowance of additional time to be made.

Section 7. Documents

- A. OWNER shall own, have, keep and retain all rights, title and interest in and to all documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by the CONTRACTOR) in and to all project documents, whether in draft form or final form, which are produced at OWNER's request and in furtherance of this Contract. OWNER shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports for those purposes for which they were intended.

Section 8. Termination

- A. OWNER may suspend or terminate this Contract for cause or without cause at any time by giving written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all services, and CONTRACTOR will immediately terminate placing orders or entering into contracts for assistance, supplies, facilities or material in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. In the event suspension or termination is without cause, payment to CONTRACTOR, in accordance with the terms of this Contract, will be made on the basis of goods or services reasonably determined by OWNER to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all goods or services to the OWNER.
- B. Should OWNER require a modification of this Contract with CONTRACTOR, and in the event OWNER and CONTRACTOR fail to agree upon a modification to this Contract, OWNER shall have the option of terminating this Contract and CONTRACTOR's services hereunder at no additional cost other than the payment to CONTRACTOR, in accordance with the terms of this Contract, for the goods or services reasonably determined by OWNER to be properly performed by CONTRACTOR prior to such termination date.

Section 9. Assignment

CONTRACTOR shall not assign or sublet this Contract, or any part thereof, without the prior written consent of OWNER.

Section 10. Applicable Laws

The CONTRACTOR shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating to or applicable to services to be performed under this Contract. The laws of the State of Texas shall govern this Contract; and venue for any action concerning this Contract shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 11. Execution becomes Effective.

This Contract will be effective upon execution of the Contract by and between CONTRACTOR and OWNER.

Section 12. Contract Amendments

This Contract contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Contract which have not been incorporated herein. This Contract may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

Section 13. Severability

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 14. Independent CONTRACTOR

It is understood and agreed by and between the parties that CONTRACTOR in satisfying the conditions of this Contract, is acting independently, and that the OWNER assumes no responsibility or liabilities to any third party in connection with CONTRACTOR's actions. All services to be performed by CONTRACTOR pursuant to this Contract shall be in the capacity of an independent CONTRACTOR, and not as an agent or employee of OWNER. CONTRACTOR shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Contract. There is no intended third-party beneficiary to this Contract.

Section 15. Notice

Any notice required or permitted to be delivered hereunder may be sent by first class mail, email, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If to OWNER:

City of Duncanville
Attn: Chief Procurement Officer,
Procurement Services Department
PO Box 380280
Duncanville, TX 75138

If to CONTRACTOR: Via the Address on Page 1 of this Agreement.

Section 16. Exhibits

The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 17. Survival of Obligations

Any of the representations and obligations of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the termination of this Contract shall survive termination.

Section 18. Prohibition of Boycott of Israel

By executing this contract, CONTRACTOR verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

Section 19. Business Prohibitions

- A. By executing this contract, CONTRACTOR verifies that, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, it does not appear on the Comptroller of the State of Texas listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization, as identified under Section 806.051, Section 807.051 or Section 2253.253, listing of companies.
- B. **Discrimination Against Firearm & Ammunition Industries:** Vendor certifies and verifies that (1)neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the "Vendor Companies"), does not have a written or unwritten internal practice, policy, guidance, or directive

that discriminates against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (2) Vendor agrees that Vendor and Vendor Companies will not discriminate during the term of the contract against a firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 2274. For purposes of this Agreement, the term “Discriminate against a firearm entity or firearm trade association” shall have the meaning defined in Texas Government Code Chapter 2274.

- C. **Boycotting of Energy Companies:** Vendor certifies and verifies that it is not a company identified on the Texas Comptroller’s list of companies known to boycott energy companies, as defined in Texas Government Code Chapter 809. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary or parent company of Vendor, if any (the “Vendor Companies”), boycotts energy companies and Vendor agrees that Vendor and Vendor Companies will not boycott energy companies during the term of this agreement pursuant to the provisions of Texas Government Code Chapter 809. For purposes of this Agreement, the term “boycott energy company” shall have the meaning defined in the Texas Government Code Chapter 80

Section 20-23. Sections Deleted

Section 24. Funding and Non-Appropriation Clause

CONTRACTOR recognizes that the continuation of any contract after the close of, or during, any given fiscal year of the City of Duncanville, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City of Duncanville providing for or covering such contract item as an expenditure therein. The OWNER does not represent that said budget item will be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void; however, any work performed to date shall be paid.

Section 25. Revisions of Scope of Work and Workplan

In response to changes in needs of the project, OWNER reserves the right to direct substantial revision to the scope of work initially agreed, including changes to the drawings, specifications or other project documents after due approval by OWNER, as OWNER may deem necessary. In such an event, the OWNER shall pay CONTRACTOR its regular compensation for services rendered in making such revisions, provided such compensation is customarily reasonable. When CONTRACTOR is directed to make substantial revisions under this section of the contract, CONTRACTOR shall provide OWNER with a written proposal for the entire costs involved and the completion time involved in providing the revisions. OWNER shall not knowingly require any revision that is illegal or that violates the professional ethics of CONTRACTOR. Prior to the CONTRACTOR undertaking any substantial revision as directed by OWNER, OWNER must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

Section 26. Right to Inspect Records

CONTRACTOR agrees that OWNER shall, until the expiration of one (1) year after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers and records of CONTRACTOR involving transactions relating to this contract. CONTRACTOR agrees that OWNER shall have access during normal working hours to all necessary CONTRACTOR facilities and shall be provided with adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The OWNER shall give CONTRACTOR reasonable advance notice of intended audits no less than 3 business days. CONTRACTOR further agrees to include in subcontract(s), if any, a provision that any subcontractor or subcontractor agrees that OWNER shall, until the expiration of one (1) years after final payment under any subcontract, have access to and the right to

examine any directly pertinent books, documents, papers and records of such subcontractor or subcontractor involving transactions to the subcontract and further, that OWNER shall have access during normal working hours to all subcontractors or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. The OWNER shall give the subcontractors or subcontractor reasonable advance notice of intended audits no less than 3 business days.

Section 27. Successors and Assigns

OWNER and CONTRACTOR each bind themselves and their successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither OWNER nor CONTRACTOR shall assign or transfer its interest herein without the prior written consent of the other.

Section 28. Disclosure

By signing this contract, CONTRACTOR acknowledges to OWNER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. CONTRACTOR further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

Section 29. Delay Liquidated Damages.

If substantial completion of any of the required tasks occur after the guaranteed completion date, Evergreen will pay the City delay liquidated damages of 0.05% of the fee due for that phase of the project for each week the completion remains delayed, provided that, if Evergreen notifies the City of the cause of a possible delay ahead of the guaranteed completion date as provided for under Section 6 (c), no delay liquidated damages would be owed.

Section 30. Default

OWNER reserves the right to terminate this contract immediately upon breach of any term or provision of this contract by CONTRACTOR; or if at any time during the term of this contract, CONTRACTOR shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then OWNER shall have the right, if CONTRACTOR shall not cure any such default after thirty (30) days' written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by OWNER shall not be deemed a waiver of any other right or remedy of OWNER.

Section 31. Headings

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

Section 32. Equal Employment Opportunity

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. CONTRACTOR shall take

affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection of training, including apprenticeship.

Section 33. Entire Contract

This contract embodies the complete contract of the parties hereto, superseding all oral or written previous and contemporary contracts between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written contract of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on this the

_____ day of _____, 2024.

City of Duncanville, Texas

Owner

Signature

Douglas Finch

Printed Name

City Manager

Title

Date

Contractor

Pyrotecnico Fireworks, Inc.

Contractor

Signature

Lynn Ann Hamed

Printed Name

Corporate Secretary

Title

February 22, 2024

Date

**Exhibit A:
SCOPE OF SERVICES**

The City desires to enter into a contract with a single vendor to provide a turn-key fireworks display to include the following:

A. Specifications

1. The full show display should be no less than 25 minutes and no longer than 30 minutes.
2. The fireworks display should be ignited electronically.
3. Provide all necessary labor, equipment, and supervision to set up and dismantle the display.
4. Shell size must not be greater than 6" for the fireworks display (no ground effects).
5. Must have an opening and closing with minimal delay time between shells.
6. Music Required: A mix of clean contemporary and patriotic songs.
7. Shell List – A complete list of shells should accompany the proposal. The list must include the name, description of effect, size, and amount used. The product may change with actual choreography, but it must not be a significant difference or less than was proposed.
8. All shells must be fired electronically.
9. The show and music must be unique to the City of Duncanville.
10. Inclement Weather: The firework shells must be covered and protected during inclement weather with the ability to complete the show during inclement weather if it is deemed permissible.
11. No ground effects can be present.
12. Sand protection – The lines must be protected with sand in case of accidental fire.
13. Locate all unexploded shells at the conclusion of display.
14. Perform a thorough cleanup of combustible materials and/or shells before and following the display.

B. Music

1. Musical scores should be choreographed with the fireworks display.
2. The City of Duncanville will have final approval of all music in the show, and it must be provided to the city 45 days prior to the event.
3. Walk-through and line test should be expected 24 hrs. before the show.
4. Vendor shall provide the soundtrack.

C. Location

The 2022 Annual Fireworks Display location will be located on Armstrong Park located at 315 E. Wheatland Road in Duncanville, Texas 75116. The show will be fired from the Duncanville ISD bus barn facility, east of the City property. The show will be aired at approximately 9:30 p.m. The City reserves the right to change the location. The main viewing areas will be at Armstrong Park and the surrounding area.

D. Fireworks Display Requirements

1. Distance
 - a. The distance between the discharge site and bulk storage areas of materials that have flammability, explosive, or toxic hazard shall be as required by NFPA 1123 5.1.3 (2010 edition).
 - b. No spectators or spectator parking areas shall be located within the display site.
 - c. Dwellings, buildings, and structures shall be permitted to be located within the display site with the approval of the Authority Having Jurisdiction (AHJ) and the owner of the dwelling, building, or structure, provided that the dwelling, building, or structure is unoccupied during the display, or if the structure provides protection for the occupants through noncombustible or fire-resistant construction.

2. Fallout Area
 - a. The fallout area shall be an open area as approved by the City.
 - b. Spectators, unauthorized personnel and vehicles, or readily combustible materials shall not be located within the fallout area during the display.
3. Intake Openings
 - a. There shall be no overhead towers, antennas, or electric or communication lines within 25 feet (7.6 m) of the trajectory of an aerial shell.
 - b. The operator, the building owner or agent, and the AHJ shall determine if there are any requirements necessary to protect the surface of the roof or structure from any operation of the conduct of the display.
4. Operation of Display
 - a. The discharge site shall be restricted throughout the display and until the discharge site has been inspected after the display.
 - b. Only the operator, authorized assistants, and inspector(s) representing the AHJ shall be permitted in the display site while the display is in progress.
 - c. The operator shall be responsible for ensuring that all assistants are trained in the performance of their assigned tasks and that they are educated with regard to safety.
 - d. Wherever, in the opinion of the AHJ or the operator, any hazardous condition exists, the fireworks display shall be stopped until the condition is corrected.
 - e. If, in the opinion of the AHJ or the operator, the lack of crowd control poses a hazard, the fireworks display shall be postponed or discontinued until such time as the situation is corrected.
 - f. If high winds, precipitation, or other adverse weather conditions prevail or begin such that a hazard exists in the opinion of the operator or the AHJ, the fireworks display shall be postponed or discontinued until weather conditions improve or utilize the inclement weather date.
 - g. One or more spotters shall watch the flight and behavior of aerial shells and other aerial fireworks to verify that they are functioning as intended.
 - h. The spotters shall be in direct communication with the shooter during the conduct of the display.
 - i. If an unsafe condition is detected, such as hazardous debris falling into the audience, the spotter shall signal the shooter to cease firing until the unsafe condition is corrected.
 - j. In the event of a condition arising that requires the entry of fire protection or other emergency response personnel into the fallout area or security perimeter, the display may be halted until the situation is resolved and the area is once again clear.

E. General

- a. The display of fireworks, including proximate audience displays and pyrotechnic special effects in motion picture, television, theatrical, and group entertainment productions, shall comply with International Fire Code (IFC) 2015 Section 3308, and NFPA 1123 (2010 edition) or NFPA 1126 (2006 edition).
- b. Prior to issuing permits for a fireworks display, plans for the display including an aerial site plan with fallout area noted, inspections of the display site, and demonstrations of the display operations shall be approved. A plan establishing procedure to follow and actions to be taken in the event that a shell fails to ignite in, or discharge from, a mortar or fails to function over the fallout area or other malfunctions shall be provided to the fire code official.
- c. The storage of fireworks at the display site shall comply with the requirements of IFC

2015 Section 3308, and NFPA 1123 (2010 edition) or NFPA 1126 (2006 edition).

- d. Beginning from the time fireworks are delivered to the display site, they shall not be left unattended.
- e. Fireworks shall be kept dry after delivery to the display site.
- f. Shells shall be inspected by the operator or assistants after delivery to the display site. Shells having tears, leaks, broken fuses or signs of having been wet shall be set aside and shall not be fired. Aerial shells shall be checked for proper fit in mortars prior to discharge. Aerial shells that do not fit properly shall not be fired. After the display, damaged, deteriorated or dud shells shall either be returned to the supplier or destroyed in accordance with the supplier's instructions and IFC 2015 Section 3308.10.
- g. **The City shall verify the shell count on site as submitted in the RFP.** If there is a discrepancy in the shell count from the RFP, the City may withhold some or all of the final payment to the successful vendor in a proportionate/prorated amount as deemed fair and reasonable by the City.

F. Compliance Requirements

Contractor will be required to obtain and submit the following to the City, prior to commencement of fireworks display:

- 1. Application for Class B Fireworks (Fireworks 1.3G).
- 2. Public Display Permit or License Site Inspection Certification.
- 3. Permit from the Texas State Fire Marshal's Office.
- 4. Obtain a permit from the Duncanville Fire Marshal's Office.
- 5. Provide an aerial site plan indicating safety zones and safety perimeter distances.
- 6. Provide the arrival time and location of fireworks set-up.
- 7. Provide name and contact information of shooter.

G. Experience

Contractor must have had verifiable experience in providing the same or similar scope of work and performance.

H. Insurance

Contractor shall, at all times during the period in which the contract is in force and effect, provide and maintain insurance of the type and in limits as set forth in the original RFP. Such insurance shall name the parties required to secure same as insured and shall include the City of Duncanville as an "additional insured" and provide City of Duncanville with waiver of subrogation. **At least one month prior to the Fireworks Display, a successful contractor shall furnish an original completed Certificate of Insurance to the City as required in the Insurance Requirements and Indemnity.**

ATTACHMENT B – Pricing Form

The recommended firm will be requested to submit pricing for 2024 and if mutually agreed, an additional four years. Only firms that meet all of the qualifications requirements and can perform the scope of services and achieve satisfactory performance of the stated deliverable and services will be considered.

Total cost of services for FY 2024	<u>\$33,000.00</u>	<u>0%</u>
Total cost of services for FY 2025	<u>\$35,475.00</u>	<u>7.5%</u>
Total cost of services for FY 2026	<u>\$35,475</u>	<u>0%</u>
Total cost of services for FY 2027	<u>\$36,700.00</u>	<u>3.2%</u>
Total cost of services for FY 2028	<u>\$37,800.00</u>	<u>3.2%</u>

RESOLUTION NO. 2024-240

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AUTHORIZING A CONTRACT FOR FIREWORKS DISPLAY WITH PYROTECNICO FIREWORKS, INC., IN THE AMOUNT NOT TO EXCEED \$178,450.00 OVER THE 5-YEAR PERIOD; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the fireworks display is an essential part of the City's annual Independence Day Celebration; and

WHEREAS, the City has obtained competitive sealed bids and recommends the award of the bid to the best value in the unit amounts bid as needed as per RFP# 24-0004; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award the term bid to Pyrotecnico Fireworks, Inc., in the unit amounts bid as needed and authorize the execution of the necessary documents to procure said services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. That the City Council of the City of Duncanville does hereby authorize the contract to Pyrotecnico Fireworks, Inc. for fireworks display at Armstrong Park, in the amount of \$178,450.00 over the five-year period.

SECTION 2. That the City Council of the City of Duncanville hereby authorizes the City Manager, or his designee, to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. This resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Consider a Resolution awarding RFQ 24-0002 Lead Service Lines Engineering Services to LJA Engineering, Inc. through the City's competitive qualifications process for completion of a Lead and Copper Rule Revised (LCRR) Service Line Material (SLM) Inventory with a contract amount of \$172,500.00 and an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city's infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works

Matthew Bryant, Utilities Superintendent

BACKGROUND/HISTORY:

Lead pipes, solder, and brass fittings in faucets and fixtures are the most common sources of lead in drinking water. In 1991, the United States Environmental Protection Agency (EPA) introduced the Lead and Copper Rule (LCR) to reduce the amounts of lead and copper in drinking water. In 2021, the EPA released an addendum to the LCR entitled Lead and Copper Rule Revisions (LCRR), which introduced new regulations to help minimize lead in drinking water. In Texas, the EPA has delegated regulatory authority to the Texas Commission on Environmental Quality (TCEQ).

The LCRR requires Public Water Systems to create and submit to the TCEQ a Service Line Material (SLM) inventory, which provides details and categorizes the pipe material of all service lines (utility-owned and customer-owned) connected to the public water distribution system. A service line is the pipe that connects the water main to the plumbing in a home or building. Each service line must be categorized as one of the following: lead, non-lead, galvanized requiring replacement, or lead status unknown. Unknown service lines will be treated as lead service lines (LSLs) and must be replaced or identified in the future. The EPA requires compliance with this regulation by October 16, 2024. Further guidance is expected from the EPA later this year, as Lead and Copper Rule Improvements (LCRI) have been proposed and are expected to be finalized before October 16, 2024. Despite the expected additional guidance, the SLM Inventory remains an unchanged requirement of the LCRR.

When a water system finds an LSL during a routine investigation, LCRR requires the water system to update the inventory. LCRR also requires the water system to inform all persons at that service connection within 30 days of completion of the LSL inventory and repeat the notification annually until the entire service connection is no longer lead. For new customers, water systems must also provide notice when service is initiated. LCRR specifies what must be included in the content of the notice.

The City of Duncanville wishes to engage the services of a qualified firm to help the City meet the EPA's requirements.

POLICY EXPLANATION:

Sealed submissions of completed Requests for Qualifications (RFQs) for Lead Service Lines Engineering Services, Solicitation No: RFQ 24-0002, for the City of Duncanville, Texas, were received on November 30, 2023. RFQs were solicited from qualified firms for engineering services related to the development, management, and implementation of the Lead Service Lines Engineering Services, including an SLM Inventory and Replacement Program, in accordance with the revised EPA Lead and Copper Rule. The primary components of the RFQ included but were not limited to:

- Development of an SLM Inventory in accordance with TCEQ requirements
- Development of an LSL Replacement Program
- Preparation of a sampling plan for compliance, including sampling at schools and childcare facilities
- Assistance with public education and outreach
- Develop and submit applications for funding to the Texas Water Development Board
- Other services as required to execute the RFQ

Four firms (Halff Associates, Inc., Hardin & Associates Consulting, LJA Engineering, Inc., and RJN Group, Inc.) submitted Statements of Qualifications (SOQs) in response to the RFQ. Each SOQ was reviewed based on rating criteria (see Attachment 1), as identified in the RFQ, which includes qualifications, project experience, and overall responsiveness to the RFQ. Based on the rating criteria, LJA Engineering, Inc. was determined to be the most qualified firm. While the RFQ scope included the development of the LSL Replacement Program, staff wishes to contract with LJA Engineering, Inc. to develop an SLM Inventory at this time. The development of an LSL Replacement Program and the other components of the RFQ will be revisited and negotiated at a later date once the results of the SLM Inventory are available and have been evaluated.

FUNDING SOURCE:

ORG and Object Number

17100000-708102 (Utility CIP Water Projects)

Available Budget

\$2,728,766

Purchase Amount

\$207,000.00

After Encumber

\$2,521,766

ACTION ALTERNATIVES:

1. Award RFQ 24-0002 Lead Service Lines Engineering Services to LJA Engineering, Inc. through the City's competitive qualifications process for completion of an LCRR SLM Inventory with a contract amount of \$172,500.00 and an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00.

2. Do not award RFQ 24-0002 Lead Service Lines Engineering Services to LJA Engineering, Inc. through the City's competitive qualifications process for completion of an LCRR SLM Inventory with a contract amount of \$172,500.00 and an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Evaluation Procedures](#)

[Resolution No. - 2024-239 - Lead Service Lines Engineering Services Award with Exhibit](#)

Attachment 1
REQUEST FOR QUALIFICATIONS
 ISSUED BY
THE CITY OF DUNCANVILLE
 PURCHASING OFFICE, FISCAL SERVICES DEPARTMENT

SECTION 5 - EVALUATION PROCEDURES

A. Engineering Selection Committee

Proposals will be reviewed by an evaluation team for the purpose of identifying and recommending the firm that offers, in total, the highest qualifications and experience with this type of project.

B. Review of Statements

The Evaluation Selection Committee will review all statements for technical scoring, and compliance with RFQ requirements.

The City of Duncanville reserves the right to retain all statements submitted and use any idea in a statement regardless of whether that statement is selected.

C. Evaluation Criteria

Statements will be evaluated using two (2) categories of criteria; (1) Mandatory Elements/Technical Qualifications, (2) Project Approach. Firms meeting the mandatory criteria will have their statements evaluated and scored.

The following represent the principal selection criteria which will be considered during the evaluation process:

1. Mandatory Requirements

- The engineering firm is licensed to practice in the State of Texas.
- The firm has no conflict of interest with regard to any other work performed by the firm for the City of Duncanville.
- The engineering firm's professional personnel have received adequate continuing professional education within the preceding two (2) years to meet the legal requirements needed for the State of Texas.
- The engineering firm has a record of quality work.
- The engineering firm has successfully performed one or more similar projects with a comparable Texas municipality in the past two (2) years.

2. Technical Qualifications (Maximum – 60 Points)

a) Expertise and Experience

- (1) The engineering firm's past experience and performance on comparable government projects. (20 Points)
- (2) The quality of the engineering firm's professional personnel to be assigned to the engagement and the quality of the engineering firm's management support personnel to be available for technical consultation. (15 Points)
- (3) Experience obtaining Federal/State/EPA/TWDB grant funding for utility projects. (15 Points)
- (4) Ability to perform additional services and provide technical support throughout the year. (10 Points)

3. Program Approach (Maximum – 40 Points)

- a) Comprehensiveness of program work plan and adequacy of sampling schedules.

REQUEST FOR QUALIFICATIONS
ISSUED BY
THE CITY OF DUNCANVILLE
PURCHASING OFFICE, FISCAL SERVICES DEPARTMENT

(15 Points)

b) Adequacy of proposed staffing plan for various segments of the engagement and the quality of the engineering firm's management support personnel to be available for technical consultation. (15 Points)

c) Adequacy of study and evaluation of Lead Service Line Inventory and Replacement Program and administrative controls. (10 Points)

D. Final Selection

The Evaluation Selection Committee will review all statements and make a recommendation to the City Council as to the most advantageous statement received for consideration and/or approval; however, the City Council may select an engineering firm other than the one recommended.

It is anticipated that a engineering firm will be selected in November 2023, at a city council meeting. Following notification of the engineering firm selected, it is expected a contract will be executed between both parties immediately thereafter.

E. Right to Reject Statements

Submission of a statement of qualifications indicates acceptance by the engineering firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the statement submitted.

F. Interviews

The City will not hold interviews. The City of Duncanville will select the qualified engineering firm based on proposals submitted.

The City of Duncanville reserves the right without prejudice to reject any or all statements.

SPACE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 2024-239

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDDING RFQ 24-0002 LEAD SERVICE LINES ENGINEERING SERVICES TO LJA ENGINEERING, INC. THROUGH THE CITY'S COMPETITIVE QUALIFICATIONS PROCESS FOR COMPLETION OF A LEAD AND COPPER RULE REVISED (LCRR) SERVICE LINE MATERIAL (SLM) INVENTORY, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, WITH A CONTRACT AMOUNT OF \$172,500.00 AND AN ADDITIONAL APPROPRIATION OF \$34,500.00 AS A PROJECT CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED \$207,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville desires to continue its commitment to making infrastructure improvements to the City's utility infrastructure; and

WHEREAS, a Service Line Material (SLM) Inventory detailing and categorizing all service lines (utility-owned and customer-owned) connected to the public water distribution system is required per the Environmental Protection Agency's Lead and Copper Rule Revisions; and

WHEREAS, the SLM Inventory is due to the Texas Commission on Environmental Quality by October 16, 2024; and

WHEREAS, the City has advertised and received Statements of Qualifications for lead service lines engineering services and recommends the award of RFQ 24-0002 to LJA Engineering, Inc. as the most qualified of the respondents; and

WHEREAS, change orders increasing the total contract price or valued at \$50,000.00 or greater require City Council approval and a project contingency authorizes the City Manager or designee to execute change orders valued at less than \$50,000.00; and

WHEREAS, the City Council of the City of Duncanville desires to award RFQ 24-0002 Lead Service Lines Engineering Services and authorize a contract with LJA Engineering, Inc., for completion of an LCRR SLM Inventory, attached hereto and incorporated herein as Exhibit A, in the amount of \$172,500.00, and authorizes an additional appropriation of \$34,500 as a project contingency for a total amount not to exceed \$207,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

Page 1 of 8

Resolution No. 2024-239

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards RFQ 24-0002 Lead Service Lines Engineering Services and authorizes a contract with LJA Engineering, Inc., for completion of an LCRR SLM Inventory, attached hereto and incorporated herein as Exhibit A, in the amount of \$172,500.00, and authorizes an additional appropriation of \$34,500.00 as a project contingency for a total amount not to exceed \$207,000.00, and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A



469.621.0710
TBPELS F-1386
TBPELS 10110501
www.LJA.com

6060 North Central Expressway, Suite 400, Dallas, Texas 75206

March 7, 2024

Elton Brock
City of Duncanville
203 E. Wheatland Road
Duncanville, Texas 75116

Re: City of Duncanville LSLR
City of Duncanville, Dallas County, Texas
LJA Job No. NT4902-0378
LJA Proposal No. 24-27451

Dear Mr. Brock:

LJA Engineering, Inc. is pleased to submit the attached Scope of Services for Lead Service Line Replacements (LSLR). If this proposal meets with your approval, please prepare a Professional Services Agreement for execution.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions regarding this information, please contact one of us.

Sincerely,

A handwritten signature in blue ink, appearing to read "C. Alexander", written over a light blue horizontal line.

Craig Alexander, PE
Senior Project Manager
817.288.1938
calexander@lja.com

A handwritten signature in blue ink, appearing to read "James S. Wiegert", written over a light blue horizontal line.

James S. Wiegert, PE
Senior Vice President
469.484.0771
jwiegert@lja.com



469.621.0710
 TBPELS F-1386
 TBPELS 10110501
 www.LJA.com

6060 North Central Expressway, Suite 400, Dallas, Texas 75206

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION

PROJECT IDENTIFICATION

City of Duncanville LSLR
 LCRR Service Line Inventory
 City of Duncanville, Dallas County, Texas
 LJA Job No. NT4902-0378
 LJA Proposal No. 24-27451

PROJECT DESCRIPTION

LJA will complete a Lead and Copper Rule Revised (LCRR) Service Line Material (SLM) inventory, including a desktop analysis, historical records review, and creation of a custom Geographic Information System (GIS) platform to host all information related to this project. Upon submittal and acceptance of the initial SLM inventory, LJA will develop a Lead Service Line (LSL) replacement program, sampling program, assist with public education and outreach, assist with securing funding, provide technical implementation and support, and assist with selection of a vendor for pitchers and filters/cartridges.

SCOPE OF SERVICES

SERVICE LINE MATERIAL INVENTORY

100. PROJECT PLANNING AND MANAGEMENT

Prepare for and host in-person and Teams meetings to introduce LJA staff, understand the City's requirements (i.e., vehicle signage, personnel identification, safety, reporting/communications, talking points when approached by customers, etc.) and general project management throughout the project. Attend City Council and Mayoral meetings and workshops, as needed. LJA assumes the City will provide a connections or meters file in the form of a GIS shapefile of the GPS locations after the project kickoff meeting.

110. DEVELOP INITIAL SLM INVENTORY

Create a custom, secure, real-time, online GIS platform to host project information. Connection points will be populated into the "Detailed Inventory" tab of the Texas Commission on Environmental Quality (TCEQ) SLI for Public Water Systems (RG-593/Form 20943) to create the service line list. Coordinate with the Client to upload existing GIS data to the platform. Service lines constructed in and after 1989 will immediately be listed as "Non-Lead" on the table, thus reducing further analysis and efforts. Review and upload extraneous hard copy and electronic data (e.g., meter replacement data, engineered drawings, connection reports, hard/electronic files, etc.) to the platform. It is assumed that the City of Duncanville has approximately 15,500 water connections. It is also assumed the GIS platform will be hosted and maintained for a period of up to five (5) years after submittal and acceptance of the initial SLM inventory by the TCEQ.

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Tasks include:

- Create a secure, custom, online web dashboard of the entire distribution system
- Provide unlimited users, so the City can track progress and make recommendations
- Contact the County Central Appraisal District (CAD) offices and confirm receipt of parcel boundaries
- Delineate data to the specific system/property boundaries
- Document structure build dates
- Sort data pre-1988 and post-1989
- Document service lines and mains constructed in/after 1989 as “Non-Lead” and exclude from further analysis
- Upload current and existing GIS files (from the City) of the distribution systems, service addresses, meter locations, etc.
- Initiate the service line inventory table, via metadata/attributes within the online mapper
- QA/QC of data
- Provide regulatory and compliance support for the LCRR program

120. HISTORICAL RECORDS REVIEW

Review all relevant information gathered by the City, including but not limited to GIS data, database records, PDFs, engineering plans/plats, as-builts, tap cards, water system master plans and/or reports, meter data, billing records, and other information provided by the City. Coordinate with City staff to collect digital and paper records of utility and customer sides of service lines. This will include:

- Materials Evaluations: Review prior water system sampling reports.
- Construction Records and Plumbing Codes: Review local adoption of an international plumbing code and permits related to lead service line replacement.
- Water System Documentation: Review capital improvement plans, standard operating procedures, and engineering standards.
- Distribution System Inspections and Records: Review distribution system maps, tap cards, service line repair/replacements, inspections, and meter installation records.
- Other Records: Review any additional records provided by the City.

130. CREATE FIELD INVESTIGATION PLAN

Create a physical (field) investigation plan for investigating all service lines identified as requiring field investigation upon completion of Task 110 and Task 120 and submit to City upon completion.

140. REPORT INVENTORY

Upon completion of the LSL inventory and approval from the City, LJA will submit the TCEQ Form – 20943 to the state for review and acceptance. Should the City wish to submit to the TCEQ, LJA will provide the completed form for compliance reporting.

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150. PUBLIC OUTREACH AND COMMUNICATION

LJA will provide the necessary documentation to notify the customers in which lead and galvanized requiring replacement (GRR) was identified, or those remaining "unknown" locations. This documentation will follow the TCEQ formats for public notifications required within 30 days of submitting the LCRI to the TCEQ. If the City requires assistance in production of hard copies of the notifications and/or mailing the information to the customers, LJA can provide as an additional service.

SCHEDULE

The proposed scope of work is anticipated to be completed within seven (7) calendar months of receipt of an executed proposal and Notice to Proceed. Tasks 100 through 140 will be completed prior to the October 16, 2024 Reporting Deadline. Task 150, to include supporting Customer Notifications of material types or unknowns, will be completed by November 15, 2024 (within the 30-day mandated notification window).

The project completion schedule is the goal of all parties; it does not, however, reflect unusual delays due to forces beyond the Consultant's control and/or modifications to the scope of work based upon actual findings or additional requests by the Client, its agents, or governmental agencies.

INFORMATION NEEDS

- Connection address list from the billing department, Consumer Confidence Report, etc.
- Existing GIS data or access to the data
- Access to Historical Records (as-builts, tap cards, plats, etc.)

GENERAL CONDITIONS

This Scope is based on the following General Conditions:

- All negotiations and coordination with property owners for access when required will be coordinated by the City and can be accommodated by LJA as an Additional Service when necessary.
- Replacement of the service lines is not part of this contract and will be completed by others under a separate contract.
- **This Scope was developed based upon the published LCRR regulations as of the date of this executed contract. The EPA will be publishing the Lead and Copper Rule Improvements (LCRI) between the date of this executed contract and October 16, 2024. This Scope could be subject to change based upon the actual published LCRI regulations.**

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COMPENSATION SCHEDULE

(SLM) SERVICE LINE MATERIAL INVENTORY

100	Project Planning and Management	Lump Sum	\$25,000
110	Develop Initial LSL Inventory	Lump Sum	\$55,000
120	Historical Records Review	Hourly	\$75,000
130	Create Field Investigation Plan	Lump Sum	\$7,500
140	Report Inventory	Lump Sum	\$5,000
150	Public Outreach and Communication	Hourly	\$5,000
TOTAL			\$172,500

* Sales Tax will be added to any Survey Services

ADDITIONAL SERVICES

Compensation for Additional Services not listed herein or services required due to change in municipal ordinances and/or State legislation will be billed on a time and materials basis in accordance with LJA Standard Rate Schedule or on a lump sum basis agreed upon at the time the work is authorized.



STAFF REPORT

MEETING: City Council - 19 Mar 2024

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Houston-Galveston Area Council (H-GAC) Contract FS12-23 in the expenditure amount of \$569,785.00.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - ◻ **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Jacqueline R. Culton, P.E., MBA, Interim Director of Public Works
Asa Low, Equipment Services Superintendent

BACKGROUND/HISTORY:

The City of Duncanville’s Equipment Services Division of the Public Works Department manages the acquisition, maintenance, service, repair, washing, fueling, replacement, and disposal of the fleet vehicles and motorized equipment used by City departments. These include vehicles and equipment such as police sedans, light and heavy-duty trucks, trailers, tractors, dump trucks, and miscellaneous motorized equipment. City-owned vehicles are listed in a Fleet Rotation Schedule for budgeting purposes. The Fleet Rotation Schedule is reviewed annually to determine which vehicles have reached the end of their useful lives and need to be replaced. Factors used in reaching this determination include age, miles/hours driven, and maintenance history requirements.

Per the Fleet Rotation Schedule, police pursuit vehicles are scheduled for replacement every three years. However, before replacing the units, they are assessed to determine if they can still be used.

The seven 2020 Chevrolet Tahoes used by the Police Department scheduled to be replaced are:

- Unit 108-20 - 84,568 miles
- Unit 111-20 - 60,484 miles
- Unit 112-20 - 66,118 miles
- Unit 115-20 - 44,131 miles
- Unit 116-20 - 67,892 miles

- Unit 119-20 - 86,484 miles
- Unit 189-20 - 47,044 miles

The units will be replaced with new Chevrolet Tahoes outfitted with the Police Pursuit Vehicle package, including upfits, for \$569,785.00. This includes a logistics and floor plan fee of \$1,200.00 for the delivery of the vehicles to the upfitter and then to the City of Duncanville. The vendor has provided a contract discount (-\$43,400.00), which is approximately 7% of the cost. The new vehicles are expected to be delivered by September 2024. Two other vendors (Caldwell Country Chevrolet and Lake Country Chevrolet) could not provide 2024 Police Pursuit Vehicle Tahoes and are awaiting 2025 pricing. Freedom Chevrolet was the only vendor with 2024 Chevrolet Tahoes on order that had not been allocated to other entities.

The 2020 Chevrolet Tahoes will not be auctioned; instead, they will be retained and repurposed by the Police Department to replace the 2019 units currently used as additional units within the Patrol Division. These vehicles will be stored at the Police Station. The 2019 units will replace vehicles used by Citizens on Patrol (units 125-16 and 126-16) and SWAT (units 162-07, 189-14, 101-17, and 109-16). SWAT team leaders use the units as take-home vehicles, which enable them to respond efficiently to critical incidents with lifesaving equipment and minimize response times. The current vehicles used by Citizens on Patrol and SWAT will be auctioned, and the proceeds will be returned to the Fleet Rotation Fund.

POLICY EXPLANATION:

State law provides that a local government purchasing an item under a cooperative purchasing agreement satisfies any state law requiring that the local government seek competitive bids to purchase the item. The Texas Local Government Code Chapters 271 and 791 allow government agencies to participate voluntarily in these cooperative arrangements.

FUNDING SOURCE:

ORG and Object Number

415-700885 (Fleet/Equip Rpr/Rplace/Motor Vehicles)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$609,442.81	\$569,785.00	\$39,657.81

ACTION ALTERNATIVES:

1. Award a bid and authorize a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Houston-Galveston Area Council Contract Contract FS12-23 in the expenditure amount of \$569,785.00.
2. Do not award a bid and authorize a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through Houston-Galveston Area Council Contract Contract FS12-23 in the expenditure amount of \$569,785.00
3. Other actions as directed by Council.

ATTACHMENTS:

[Resolution No. - 2024-234 - Purchase of Chevrolet Tahoes with Exhibit](#)

RESOLUTION NO. 2024-234

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH FREEDOM CHEVROLET TO PURCHASE SEVEN CHEVROLET TAHOE POLICE PURSUIT VEHICLES THROUGH HOUSTON-GALVESTON AREA COUNCIL CONTRACT (H-GAC) FS12-23 IN THE EXPENDITURE AMOUNT OF \$569,785.00, ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure fleet equipment for citywide operations;
and

WHEREAS, Houston-Galveston Area Council (H-GAC) has taken sealed bids for General Purpose, Emergency & Autonomous Vehicles, and a contract was awarded to Freedom Chevrolet through Siddons-Martin Emergency Group; and

WHEREAS, the City of Duncanville has entered into an Interlocal Cooperative Purchasing Agreement with the H-GAC Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through H-GAC Contract FS12-23 in the expenditure amount of \$569,785.00, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Freedom Chevrolet to purchase seven Chevrolet Tahoe Police Pursuit Vehicles through H-GAC Contract FS12-23 in the expenditure amount of \$569,785.00, attached hereto and incorporated herein as Exhibit A, and authorizes the City Manager to execute the necessary documents related to said expenditures.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 19th day of March, 2024.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-23	Date Prepared:	3/7/2024
Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.							
Buying Agency:	DUNCANVILLE, CITY OF			Contractor:	FREEDOM CHEVROLET		
Contact Person:	RONALD MCCARTY			Prepared By:	BRANDON TRUESDALE		
Phone:	972-780-5084			Phone:	832-795-2040		
Fax:				Fax:			
Email:	RMcCarty@duncanvillepd.com			Email:	BTRUESDALE@SIDDONS-MARTIN.COM		
Product Description	Tahoe 2 PPV Tahoe, standard colors, 4X2						
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$55,300.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary. (Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
SIDDONS MARTIN UPFIT #00051		\$30,955.00					
LOGISTICS AND FLOOR PLAN		\$1,200.00					
LEFT HAND SPOTLIGHT		INC					
Subtotal From Additional Sheet(s):							
					Subtotal B:		\$32,155.00
C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary. (Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)							
Description		Cost	Description		Cost		
Subtotal From Additional Sheet(s):							
					Subtotal C:		\$0.00
Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		0%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:	7	X	Subtotal of A + B + C:	87,455	=	Subtotal D:	\$612,185.00
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$1,000.00
F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Description		Cost	Description		Cost		
			Contract Discounts		-\$43,400.00		
Subtotal F:					-\$43,400.00		
Delivery Date:		TBD		G. Total Purchase Price (D+E+F):		\$569,785.00	

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564 - - FS12-23

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Siddons Martin Emergency Group LLC, hereinafter referred to as the Contractor, having its principal place of business at 1362 E Richey Road, Houston, TX 77073.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or

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employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed

subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Dec 01 2023 and ends Nov 30 2027. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC

local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.
- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing.

Price Increase

Contractors may request a price increase for items priced as Base Bid items and Published Options. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges or other governmental actions, or other economic factors. Manufacturer price/contract changes involving the sale of motor vehicles will be considered and may be allowed during the entire contract period subject to submission and verification of the proper documentation required for a contract change as referenced in this section.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g., 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.

For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet. All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written overview of changes requested and reasons for the request, stating the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must be supported with substantive documentation (e.g., notices from suppliers and manufacturers of pricing changes in products, components, transportation, raw materials or commodities, and/or product availability, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and updating of the website. The letter and documentation must be sent to Lead Program Coordinator, james.glover@h-gac.com.

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in

either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, all work to be performed under the Master Agreement or subcontract thereof, including procurement

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of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

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The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that

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maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

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ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

ARTICLE 52: UNIVERSAL IDENTIFIER AND SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with 2 CFR Title 2, Subtitle A, Chapter I, Part 25 as it applies to a Federal awarding agency's grants, cooperative agreements, loans, and other types of Federal financial assistance as defined in 2 CFR 25.406. Contractor understands and as it relates to 2 CFR 25.205(a), a Federal awarding agency may not make a Federal award or financial modification to an existing Federal award to an applicant or recipient until the entity has complied with the requirements described in 2 CFR 25.200 to provide a valid unique entity identifier and maintain an active SAM registration (www.SAM.gov) with current information (other than any requirement that is not applicable because the entity is exempted under § 25.110). 2 CFR 25.200(b) requires that registration in the SAM **prior to submitting an application or plan**; and maintain an active SAM registration with current information, including information on a recipient's immediate and highest level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all

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times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency; and provide its unique entity identifier in each application or plan it submits to the Federal awarding agency. To remain registered in the SAM database after the initial registration, the applicant is required to review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete. At the time a Federal awarding agency is ready to make a Federal award, if the intended recipient has not complied with an applicable requirement to provide a unique entity identifier or maintain an active SAM registration with current information, the Federal awarding agency: (1) May determine that the applicant is not qualified to receive a Federal award; and (2) May use that determination as a basis for making a Federal award to another applicant.

ARTICLE 53: PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the Houston-Galveston Area Council and the Contractor or Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor or Subrecipient certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the Agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

Siddons Martin Emergency Group LLC

Signature  DocuSigned by:
B2D885F9B5D14E7...

Name Kathryn Williams

Title Vice President

Date 12/11/2023

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 12/12/2023

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Siddons Martin Emergency Group LLC - Public Services - ID: 11564

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

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offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

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- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

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- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

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1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

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CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

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Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds more than the current Simplified Acquisition Threshold of \$250,000, requires negotiation of profit as a separate element of the price. See, 2 CFR 200.324(b). Contractor agrees to provide information and negotiate regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

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with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

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

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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Fire Apparatus and Related Vehicles

Request For Proposal

HGACBuy/Cooperative Purchasing Program

07230

Project ID: FS12-23

Release Date: Wednesday, July 26, 2023

· **Due Date:** Thursday, September 14, 2023 12:00pm

Posted Wednesday, July 26, 2023 7:00am

Bid Unsealed Thursday, September 14, 2023 12:05pm

Pricing Unsealed Thursday, September 14, 2023 12:05pm

4. Specifications/Categories/Scope of Work

This is an indefinite quantity/indefinite delivery offerings contract. The HGACBuy Customer is responsible to ensure adequate competition is performed between the various contractors or contractors outside of HGACBuy to determine price reasonableness that might be required per any funding agency. Customer will need to ensure compliance with any funding agency requirements before proceeding with a purchase order under this contract. Please consult legal counsel regarding questions concerning compliance as a contractor under this solicitation.

4.1. Overview

H-GAC is soliciting responses for selecting qualified manufacturers, dealers, distributors, and service providers of Fire Apparatus and Other Special Service Vehicles and related services to make these types of products and services available to Customers of the HGACBuy Cooperative Purchasing Program under blanket type contracts.

Customers (end users) may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training, and maintenance agreements. H-GAC is seeking the broadest possible selection of available fire apparatus and special service vehicles to best serve our customers by providing the largest selection of products/services available to meet their needs. This solicitation may include a request for a discount percent off price catalog, category, or manufacturer, or price list for supplies, materials, or not to exceed hourly rates for installation or repair. Respondents are not required to provide offerings on all categories. Please note: awarded contracts for FS12-23 allow contractors to update their manufacturer pricing and product offerings at any time during the course of the four-year contract term.

4.2. Categories

This Solicitation is divided into twelve (12) separate but related product categories (A-L). When submitting a response, Respondent may choose to submit a response to any of the categories or all of them. No additional weighted value will be assigned to a response that addresses more than one or all categories listed. All equipment must be the manufacturer's new and current model and must be fully operational upon delivery to the Customer.

This solicitation does not include ambulances - please see HGACBuy Contract AM10-20 and AM10-23.

Alternative Fuel Vehicles: All responses that include electric, hybrid, or other alternative fuel vehicles must include these vehicles in Category I. If that specific vehicle is also available with an internal combustion engine (ICE),

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please list the ICE vehicle separately in the appropriate vehicle category. Category I will only include the alternative fuel vehicles, regardless of vehicle function or type.

Product categories are as follows:

A. Wildland Fire Apparatus - Brush Fire, Off-Road Tenders/Tankers, Crew Carriers, Slip-in Units, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, type/function, model, chassis (make and model), cab configuration, 2WD/4WD, and fuel type, and tank and pump.

B. Aerial Fire Apparatus - Boom/Platform, Ladder, Ladder/Platform, etc.

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, aerial category/construction, aerial functions, cab types, and axle configurations.

C. Pumper Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

D. Pumper-Tanker/Tanker/Tender Fire Apparatus

Response listings/descriptions must be organized by major sub-categories, which include Manufacturer, model, chassis, cab types, axle configurations, tank capacities/construction, and pump capacity/position.

E. Aircraft Rescue & Fire-Fighting Vehicles (ARFF)

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, cab types, axle configurations, and by Class Types 1-5.

F. Special Service Apparatus – Rescue/Fast Response, Re-Hab, Hazmat, Mobile Emergency Command/Communication Centers/Trailers, Light/Air Vehicle, Dive Response Vehicle, ATV/UTV Response Vehicles, Mobile Fire Pump Testers, etc.

Response listings/descriptions must be organized by Manufacturer, function, type, or purpose of the apparatus/vehicle, and include brief and concise details about the vehicle.

G. Fire Boats, Rescue Boats, Emergency Response Boats

Response listings/descriptions must be organized by major sub-categories including Manufacturer, type, function, size, and propulsion.

H. Fire Command Vehicles - Light, medium, and heavy-duty pickups and SUVs

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, and 2WD/4WD, fuel type.

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I. Electric/Alternative Fuel Fire Apparatus

Response listings/descriptions must be organized by major sub-categories including Manufacturer, model, chassis, vehicle type, fuel/propulsion type, and function.

J. Fire Apparatus/Vehicle Service/Maintenance Plans

Response listings/descriptions must include plan details, including details about which fees are included in costs, and items such as labor rates, and fee structures.

K. Fire Apparatus/Vehicle Parts and Supplies

Response listing need only to include percentage discount.

L. Fire Apparatus/Vehicle Options

Please provide a complete listing or catalog of options, accessories, and loose equipment offered. Please clearly indicate if the options are model or vehicle specific, or only available for specific models or vehicles. Options must be clearly identified as upgrades or downgrades and clearly show the net effect to the price of the base model.

(Please upload in Section 9.1.4 Required Documents.)

4.3. General Requirements

All products priced and sold pursuant to this Solicitation must, as applicable:

1. Meet all applicable requirements of federal, state and local laws and regulations.
2. Be manufacturer's normal offering with all standard features and functions and performance levels.
3. Be ready for turn-key operation upon delivery.
4. Respondent must include specifications, brochures, warranty information, and any other relevant product information with solicitation Response.

Note: "Unpriced/unpublished" options cannot be quoted on the Base Pricing List and may not be sold through this contract.

4.4. Additional Requirements

Licenses

1. Contractor must have and maintain the appropriate license(s) as required by the State of Texas, Department of Transportation, Department of Motor Vehicles, Motor Vehicle Commission Code [latest edition], or any other local, state and federal licenses required and which are applicable to the respondent's operations.
2. The prescribed licenses must include the manufacturer/respondent, and any and all dealers and their representatives as may be required by the Motor Vehicle Department. Contractor must ensure all

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emergency and specialty vehicles sold are in accordance with the laws of the state where the sale and acquisition are made.

3. Contractor must maintain all licensing required by the State of Texas as applicable to their business operations during the entire contract term. If during the contract period such licensing lapses, Contractor will be in default and become subject to contract termination unless issued a stay or waiver.

Manuals

1. Contractor must supply at the time of delivery, at least two (2) sets of complete operations and service documentation covering the completed emergency vehicles as delivered and accepted.
2. Respondent must supply the following information with their response: Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly show all the standard features and capabilities of each response listing.

Warranty

Contractors must comply with the minimum warranty and maintenance requirements described below for any products or services provided under this Solicitation.

1. Contractor must furnish with response, and for all equipment sold through this H-GAC contract, the manufacturer's general warranty, which must be honored by all the manufacturer's authorized service locations.
2. All service/maintenance plan listings must clearly indicate the cost structure for such plans, clearly indicating which costs and fees are included (such as: hourly labor rates, shop fees, supply fees, environmental fees).
3. The Contractor will handle all warranty claims and all work must be completed within ten (10) calendar days after receipt of equipment/vehicle by the Contractor without cost to H-GAC or the Customer. Delayed warranties must be available for all vehicles and equipment. Warranty start date will be effective the date that the completed unit is placed into service by the Customer. The Contractor must furnish a delayed warranty card/document for each unit delivered and/or advise the Customer of the procedures to be followed for obtaining the delayed start of warranty coverage. Requests for delayed warranties will not exceed six months after delivery.
4. Any and all documents necessary to effect manufacturer's warranty must be properly applied for and submitted by the Contractor. The Contractor will provide to H-GAC and the Customer a manufacturer's warranty which will be honored by any of the manufacturer's authorized dealers and a complete copy must be provided at the time of delivery. When additional warranties are available as standard, they must be included as a part of the response for the benefit of H-GAC and Customer.
5. The patient compartment, all modifications to the OEM chassis by Contractor on the accepted unit, and equipment and parts will be guaranteed for a minimum period of one (1) year against defects in design,

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materials, and workmanship. The warranty period will begin upon final acceptance of the equipment. This warranty will cover parts and labor expenses.

6. In the event any component part of equipment or materials furnished under these specifications, or its subsequent contract(s), becomes defective by reason of material or workmanship during said period, and the end user agency immediately notifies Contractor of such defect, Contractor will, at no expense to the End User agency or H-GAC, repair or replace equipment or component with new equipment or component.
7. Warranty of all system equipment is the sole responsibility of the Contractor under contract, but may be performed by their certified, designated agent.

4.5. Vehicle Requirements

All equipment and vehicles must be new and be the manufacturer's latest and current model. Each vehicle must be fully assembled, adjusted, serviced and ready for immediate and continuous operation upon delivery. If the equipment or vehicle does not meet the specification requirements upon delivery, Contractor will be responsible for correcting all deficiencies and making any corrections or adjustments needed to attain specification requirements.

All equipment and vehicles must conform to applicable local, state, federal requirements and must comply to all applicable industry standards including National Fire Protection Association (NFPA), Department of Transportation, United States Coast Guard (USCG), and Occupational Safety and Health Administration (OSHA).

4.6. Service / Maintenance Plans and Parts

All service/maintenance plan listings must clearly indicate the cost structure for such plans, including which costs and fees are included (ex: hourly labor rates, shop fees, supply fees, environmental fees).

4.7. Labor Hours Definitions

If the awarded contract contains hours for labor related services, the following definitions will apply:

1. "Business Day" Monday through Friday
2. "Business Hours" Standard Business Hours 8 a.m. to 5 p.m.
3. "Regular Time" Work that occurs during standard business hours
4. "Emergency Time" Work that occurs outside standard business hours

4.8. Administrative Fee

For each purchase order processed under an awarded contract, H-GAC will directly invoice the contractor an administrative fee (Order Processing Charge) applicable to the sale of all equipment and services submitted in contractor's response. It is the contractor's responsibility to remit the administrative fee within thirty (30) days of processing any customer's purchase order, even if an invoice is not received from H-GAC. Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. For this solicitation the administrative fee is as follows:

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Administrative Fee (per Purchase Order)

Category A – Brush Trucks/Light Rescue	\$1,000 per purchase order
Category B – Aerial Fire Apparatus	\$2,000 per purchase order
Category C – Pumper Fire Apparatus	\$2,000 per purchase order
Category D – Pumper/Tanker and Tanker Apparatus	\$2,000 per purchase order
Category E – ARFF Apparatus	\$2,000 per purchase order
Category F – Special Service Vehicles	
Heavy Rescue*/Special Service	\$2,000 per purchase order
Light Rescue/Quick Response	\$1,000 per purchase order
All Trailers	2% of purchase order

*Heavy Rescue is vehicle with GVWR of 26,000 and above.

Category G –Fire/Rescue/Emer. Response Boats	2% of purchase order
Category H - Fire Command Vehicles	\$1,000 per purchase order
Category I - Alternative Fuel Vehicles	Fee determined by category of vehicle
Category J –Service/Maintenance Plans	2% per purchase order
Category K - Fire Apparatus/Vehicle Parts and Supplies	2% per purchase order
Category L - Fire Apparatus/Vehicle Options	No separate fee - part of vehicle

4.9. Final Contract Deliverables

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- Customer Name and address
- HGACBuy confirmation number
- Product/Service purchased
- Customer Purchase Order Number
- Purchase Order Date
- Product/Service dollar amount
- HGACBuy Order Processing Charge amount

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Reports must be provided to H-GAC in Excel or other acceptable electronic format by the 30th day of the month following the quarter being reported. If Contractor defaults in providing Products or Services reporting as required by the contract, recourse may be exercised through cancellation of the contract and other legal remedies as appropriate.

--End of section--

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Attachment A
Siddons-Martin Emergency Group, LLC
Fire Apparatus and Related Vehicles
Contract No.: FS12-23

Manufacturer	Product	Item Description	Offered List Price	HGACBuy Discount
		Category A - Wildland and Brush		
Pierce	23W-101	1019 Ford F-550 Pumper - 1019	\$ 366,288.00	5%
Pierce	23W - 103 International Type 3	International Wildland-1039	\$ 581,003.00	5%
Pierce	23W - 104 International Urban	International Urban Interface-1040	\$ 491,716.00	5%
BME Fire Trucks	Summit	Navistar, 4x4, 4-Door, Model 34, 1000 GPM Pump, 500 Gallon Water Tank	\$ 544,632.00	5%
BME Fire Trucks	Targhee	Navistar, 4x4, 4-Door, Model 34, 500 GPM Pump, 500 Gallon Water Tank	\$ 529,854.00	5%
BME Fire Trucks	Rocky Mountain	Navistar, 4x4, 4-Door, Type 3, Model 346/500R, 600 Gallon Water Tank, 500 GPM Pump	\$ 455,062.00	5%
BME Fire Trucks	Aspen	Navistar, 4x4, 4-Door, Type 4, 800 Gallon Water Tank, 1.5AGE Pump	\$ 449,583.00	5%
BME Fire Trucks	McCall	Dodge, Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 294,167.00	5%
BME Fire Trucks	Ponderosa	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 325,057.00	5%
BME Fire Trucks	Sawtooth	Type 6, 300 Gallon Water Tank, 1.5AGE Pump	\$ 329,057.00	5%
BME Fire Trucks	Big Horn	Navistar, 4x4, 4-Door, Wildland Urban Interface, 750 Gallon Water Tank, 1000 GPM Pump	\$ 606,667.00	5%
		Category B - Aerial Fire Apparatus		
Pierce	23A-101	Enforcer Chassis, Single Rear Axle, 75' Aerial - 1027	\$ 1,436,022.00	5%
Pierce	23A-102	Enforcer Chassis, Tandem Rear Axle, PUC, 75' Aerial - 1028	\$ 1,474,688.00	5%
Pierce	23A-103	Velocity Chassis, Tandem Rear Axle, 100' Aerial - 1029	\$ 1,648,105.00	5%
Pierce	23A-104	Enforcer Chassis, Single Rear 107' Aerial -1030	\$ 1,589,837.00	5%
Pierce	23A-105	Enforcer Chassis, Tandem Rear Axle, 107' Aerial - 1031	\$ 1,699,833.00	5%
Pierce	23A-106	Velocity Chassis, Tandem Rear Axle, 105' Aerial - 1032	\$ 1,646,299.00	5%
Pierce	23A-107	Velocity Chassis, Tandem Rear axle, 100' Rear mounted Platform - 1033	\$ 1,912,763.00	5%
Pierce	23A-108	Velocity Chassis, Tandem Rear axle, 100' Aluminum Rear mounted Platform - 1034	\$ 2,017,959.00	5%
Pierce	23A-109	Enforcer Chassis, Tandem Rear axle, mid-mounted 100' platform - 1035	\$ 2,101,962.00	5%
Pierce	23A-110	Enforcer Chassis, 107' Tractor Drawn Aerial - 1036	\$ 2,066,551.00	5%
Pierce	23A-111	Enforcer Snozzle - 1037	\$ 1,314,701.00	5%
		Category C - Pumper Fire Apparatus		
Pierce	23P-102	Freightliner M2-106 Responder, 1000 Tank, 1250 Pump 1020	\$ 397,469.04	5%
Pierce	23P-103	International 4 door 1000 tank, 1250 Pump Pumper 1026	\$ 526,585.97	5%
Pierce	23P-104	Saber Pumper, 750 Tank, 1500 pump 1022	\$ 881,807.87	5%
Pierce	23P-105	Enforcer Pumper 750 tank, 1500 pump 1023	\$ 956,324.96	5%
Pierce	23P-106	Enforcer PUC Pumper 750 tank, 1500 pump 1024	\$ 1,035,341.76	5%
Pierce	23P-107	Velocity Pumper 1025	\$ 967,322.35	5%
Pierce	23P-108	Velocity PUC Pumper 1038	\$ 1,049,384.90	5%
		Category D - Pumper Tanker/Tender		
Pierce	23PT-101	Freightliner 2000 Gallon Tanker - 1041	\$ 511,866.00	5%
Pierce	23PT-102	International 2000 Gallon Tanker -1042	\$ 498,571.00	5%
Pierce	23PT-103	Saber 2000 Gallon Tanker - 1043	\$ 899,378.00	5%

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Pierce	23PT-104	Enforcer 2000 Gallon Tanker - 1044	\$ 982,413.00	5%
Pierce	23PT-105	Freightliner 3000 Tandem Tanker - 1045	\$ 507,344.00	5%
Pierce	23PT-106	International 3000 Tandem Tanker - 1046	\$ 520,168.00	5%
Pierce	23PT-107	Saber Tandem 3000 Tanker - 1047	\$ 985,111.00	5%
Pierce	23PT-108	Enforcer Tandem 3000 Tanker - 1048	\$ 1,048,825.00	5%
Pierce	23PT-109	Velocity Tandem PUC 2500 Tanker - 1049	\$ 1,109,887.00	5%
BME Fire Trucks	Tahoe	2000 Gallon Water Tender	\$ 483,632.00	5%
BME Fire Trucks	Cascade	3000 Gallon Water Tender	\$ 552,502.00	5%
BME Fire Trucks	Clearwater	Navistar, 4x4, 4-Door, 1250 Gallon Water Tank, 500 GPM Pump Extreme Water Tender	\$ 533,552.00	5%
BME Fire Trucks	Mammoth	1250 Gallon Extreme Water Tender, Navistar 2-Door Cab	\$ 501,135.00	5%
BME Fire Trucks	Payette	1800 Gallon Tactical Water Tender	\$ 484,061.00	5%
		Category E - ARFF Vehicles		
Oshkosh - Pierce	23AR-101	Oshkosh Striker 4x4, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (375/750 gpm)	\$ 1,141,252.35	5%
Oshkosh - Pierce	23AR-102	Oshkosh Striker 6x6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (3000 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi)	\$ 1,217,470.80	5%
Oshkosh - Pierce	23AR-103	Oshkosh Striker 8x8, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Power divider driven Waterous CRQA, Single Stage Centrifugal, 1950 gpm at 240 psi)	\$ 1,784,346.90	5%
Oshkosh - Pierce	23AR-104	Oshkosh New Generation Volterra Striker 6X6, 2-Door, Aluminum Cab, 2 Passenger Seating, Roof Turret (600/1200 gpm), bumper Turret (300 gpm), One Handline (Foam/Water), Water Tank Capacity (4500 gal.), Foam Tank Capacity (420 gal.), Fire Pump (Waterous CRQB, Single Stage Centrifugal, 1950 gpm at 250 psi), dual engine driveline	\$ 2,390,151.75	5%
Oshkosh - Pierce	23AR-HS	H-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 50,000 GVWR, Single Axle	\$ 713,119.00	5%
Oshkosh - Pierce	23AR-HTA	HT-Series Chassis; 2-Door, Aluminum Cab, 2 Passenger Seating, 55,000 GVWR, Single Axle	\$ 624,947.00	5%
		Category F - Special Service Vehicles		
Pierce	23SS - 101	Ford F-550 Rescue 12' -1050	\$ 278,709.00	5%
Pierce	23SS - 102	Enforcer NWI-Rescue - 1051	\$ 975,772.00	5%
Pierce	23SS - 103	Velocity NWI-Rescue - 1052	\$ 999,751.00	5%
Pierce	23SS - 104	Enforcer PUC NWI-Rescue - 1053	\$ 1,252,488.00	5%
Pierce	23SS - 105	Velocity Combo-Rescue - 1054	\$ 1,136,418.00	5%
Pierce	23SS - 106	Enforcer Tandem Combo - 1055	\$ 1,114,686.00	5%
Pierce	23SS - 107	Velocity Alum Walk-in Rescue - 1056	\$ 1,114,461.00	5%
Pierce	23SS - 108	Enforcer Stainless NWI-Rescue - 1057	\$ 1,020,660.00	5%
Pierce	23SS - 109	Enforcer Walk-in - 1058	\$ 1,034,340.00	5%
Pierce	23SS - 110	Velocity Tandem Walk-in - 1059	\$ 1,228,431.00	5%
Frontline Communications	C-17	Mobile Command Unit, Chevrolet Suburban, 4x4, 17 feet overall length, Single axle, Gasoline	\$ 196,178.00	5%
Frontline Communications	C-20	Rapid Response Command Unit, Ford Transit-350 Van, 2WD, 20 feet overall length, Single axle, Gasoline	\$ 278,319.00	5%
Frontline Communications	CRU-22	Critical Response Command Unit, Ford Transit-350 High Roof Van, 2WD, 9,500 GVWR, 22 feet overall length, Single axle, Gasoline	\$ 353,163.00	5%
Frontline Communications	C-23	Mobile Command Unit, Mercedes-Benz Sprinter 3500, 23 feet overall length, 2WD, Single axle, Diesel	\$ 306,919.00	5%
Frontline Communications	C-25	Mobile Command Unit, Ford F-650 with custom aluminum body, 26,000 GVWR, 25 feet overall length, 2WD, Single axle, Diesel	\$ 477,451.00	5%

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Frontline Communications	C-30	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 30 feet overall length, 2WD, Single axle, Diesel	\$ 587,098.00	5%
Frontline Communications	C-35	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 33,000 GVWR, 35 feet overall length, 2WD, Single axle, Diesel	\$ 669,849.00	5%
Frontline Communications	C-40	Mobile Command Unit, Freightliner M2-106 with custom aluminum body, 54,000 GVWR, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 735,953.00	5%
Frontline Communications	C-40 Enforcer	Mobile Command Unit, Pierce Enforcer custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,546,944.00	5%
Frontline Communications	C-40 Saber	Mobile Command Unit, Pierce Saber custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,017,416.00	5%
Frontline Communications	C-40 Velocity	Mobile Command Unit, Pierce Velocity custom chassis with custom aluminum body, 40 feet 9 inches overall length, 2WD, Dual axle, Diesel	\$ 1,259,403.00	5%
Frontline Communications	C-28T	Mobile Command Trailer - Custom aluminum body, 28 feet overall length, Dual axle	\$ 308,961.00	5%
Frontline Communications	C-35T	Mobile Command Trailer - Custom aluminum "gooseneck" body, 35 feet overall length, Dual axle	\$ 394,976.00	5%
Frontline Communications	C-53T	Mobile Command Trailer - Custom aluminum body, 53 feet overall length, Dual axle	\$ 1,241,546.00	5%
Frontline Communications	C-RTR	Refurb/Technology Refresh Command Vehicle - Customer-furnished vehicle, refurbish interior and/or exterior, upgrade technology	\$ 292,975.00	5%
BME Fire Trucks	Sequoia	10 Man Crew Carrier Vehicle	\$ 378,634.00	5%
		Category G - Fire/Rescue Boats		
Lake Assault Boats	23LAB - 101	LAB 21' Landing Craft, 8.5' beam, T-top, Emergency light bar, siren, 12" Sonar GPS Chartplotter, Scene lights, Trailer.	\$ 215,210.34	5%
Lake Assault Boats	23LAB - 102	LAB 22' RHIB, 8.5' beam, T-top, emergency light bar, 10" sonar GPS chartplotter, Trailer	\$ 200,093.94	5%
Lake Assault Boats	23LAB - 103	LAB 24' V-hull, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$ 220,506.78	5%
Lake Assault Boats	23LAB - 104	LAB 24' Landing Craft, 8.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 229,419.30	5%
Lake Assault Boats	23LAB - 105	LAB 26' V-hull, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 243,629.40	5%
Lake Assault Boats	23LAB - 106	LAB 26' Landing Craft, 9.5' beam, T-top, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer	\$ 248,141.52	5%
Lake Assault Boats	23LAB - 107	LAB 28' V-hull, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 287,850.00	5%
Lake Assault Boats	23LAB - 108	LAB 28' Landing Craft, 9.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 288,978.60	5%
Lake Assault Boats	23LAB - 109	LAB 32' V-hull, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 317,508.24	5%
Lake Assault Boats	23LAB - 110	LAB 32' Landing Craft, 10.5' beam, walk-a-round pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 319,320.84	5%
Lake Assault Boats	23LAB - 111	LAB 36' V-hull, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 345,141.84	5%
Lake Assault Boats	23LAB - 112	LAB 36' Landing Craft, 10.5' beam, full-width pilot house, emergency light bar, siren, 12" sonar GPS chartplotter, scene lights, Trailer.	\$ 347,739.90	5%
		Category H - Command Vehicles		
Chevrolet (Sterling McCall)	1500 PU	2023 Chevrolet Silverado 1500 2WD Crew Cab Custom/Work Truck Short Bed	\$ 53,613.00	5%
Chevrolet (Sterling McCall)	2500PU	2023 Chevrolet Silverado 2500 2WD Crew Cab Custom/Work Truck Short Bed	\$ 56,975.00	5%
Chevrolet (Sterling McCall)	Tahoe PPV	2023 Chevrolet Tahoe 2WD 5.3L V8	\$ 57,680.00	5%
Chevrolet (Freedom)	Tahoe	Chevrolet Tahoe, 4X2	\$ 57,540.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X2	\$ 58,065.00	5%
Chevrolet (Freedom)	Tahoe	PPV Tahoe, standard colors, 4X4	\$ 63,000.00	5%
Chevrolet (Freedom)	Tahoe	SSV Tahoe, standard colors, 4X2	\$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	SSV Tahoe, standard colors, 4X4	\$ 61,950.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X2	\$ 51,135.00	5%
Chevrolet (Freedom)	Pick-up	1500 Crew Cab, standard colors, 4X4	\$ 56,700.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X2	\$ 58,065.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4	\$ 63,000.00	5%
Chevrolet (Freedom)	Pick-up	2500 Crew Cab, standard colors, 4X4, Diesel	\$ 82,845.00	5%
Chevrolet (Freedom)	Pick-up	5500 Regular cab, standard colors, 4X2, Amb Prep	\$ 83,580.00	5%
Chevrolet (Freedom)	Suburban	Chevrolet Suburban 4X2	\$ 61,635.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V8, 4X2	\$ 40,845.00	5%
Dodge (Freedom)	Passenger	Dodge Charger Pursuit V6, AWD	\$ 41,685.00	5%
Dodge (Freedom)	SUV	Dodge Pursuit Durango V6 AWD	\$ 48,300.00	5%

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Dodge (Freedom)	SUV	Dodge Pursuit Durango V8 AWD	\$ 51,135.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD	\$ 48,615.00	5%
Ford (Freedom)	SUV	Ford Explorer Police Pkg, AWD, Ecoboost	\$ 52,815.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2	\$ 61,845.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4	\$ 66,150.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X2, SSV	\$ 59,850.00	5%
Ford (Freedom)	SUV	Ford Expedition, 4X4, SSV	\$ 61,110.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X2	\$ 62,685.00	5%
Ford (Freedom)	SUV	Ford Expedition Max 4X4	\$ 65,835.00	5%
		Category J - Service/Maintenance Plans		
Oshkosh	ARFF Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Frontline Communications	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
BME	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		
Pierce Manufacturing	Vehicle Warranty	Multiple plans available by model - see Siddons-Martin Warranty/Service Table		