



*City of Presidio*

REGULAR  
CITY COUNCIL  
MEETING

MARCH 4, 2025



**City Council  
Regular Council Meeting  
March 4, 2025**

Notice is hereby given that the City Council of the City of Presidio, Texas will hold a Regular City Council meeting, at 6:00 p.m. on Tuesday, March 4, 2025 at the Presidio Activity Center, (PAC) 1200 East O'Reilly St, in the City of Presidio, Texas for the purpose of considering the attached agenda. This notice is posted pursuant to the Texas Open Meetings Act. (Section 551.043, Texas Government Code).

To join the video meeting,

<https://meet.google.com/rpu-ftcx-gfo>

Otherwise, to join by phone, dial +1 929-266-1668 and enter this PIN: 989 728 643#

1. Call meeting to order
2. Quorum Check
3. Pledge of Allegiance
4. Public Comments *(Comments are limited only to matters that are not included in any item that has been posted on the agenda. Speakers are limited to a maximum of five minutes per speaker. Before addressing the City Council each speaker will state their name and address clearly before making comments)*
5. Approve Prior Minutes for Regular City Council Meeting, February 18, 2025.
6. City of Presidio Business (New/Old)
  - a. Discussion / action / questions for Communities Unlimited and the services that they may for the City of Presidio.
  - b. Discussion / action regarding the Support of Local Legislation to amend the Presidio County Underground Water Conservation District's Enabling Act.
  - c. Discussion / action to approve Ordinance 2025-1 to the amended Levy Ad Valorum Ordinance 2024-11.
  - d. Discussion / action TxCDBG Grant CDV23-0300 (Water and Drainage Improvements)
    1. Project Status
    2. Other grant matters
  - e. Discussion / action TxCDBG Grant CDV25-0138 application status and other grant matters.
  - f. Discussion / action to accept proposals for the 2025-2026 Texas Rural Economic Development (RED) Fund and to score and award the Administration and Professional services contract from the submitted Requests for Qualifications (RFQs).
    1. Other grant matters
  - g. Discussion / action to approve Interlocal Agreement for the Joint Election between the City of Presidio and Presidio Independent School District.
  - h. Discussion / action to approve the Resignation Letter of Dr. Ivan Bacerra and possibly approving the agreement for the Medical Director Services between the City of Presidio and Texas Tech University Health Services Center in El Paso.
  - i. Discussion / action regarding a proposed amendment to USDA Subaward agreement between the City of Presidio and Big Bend Regional Hospital District.

- j. Discussion / action to allow the Big Bend Hospital District to place a temporary building on their newly purchased land from the City of Presidio while a permanent building is being constructed on the site.
  - k. Discussion / action on the City of Presidio Administrator contract & evaluation.
    - 1. Adjourn into executive session as Authorized by the Texas Government Code including, but not limited to section 551.074 (Personnel Matters), regarding agenda item 6k.
    - 2. Reconvene into open session and take such action as appropriate.
7. Administrative Updates (NO ACTION)
- a. City Administrator's Report
  - b. City Mayor's Report
  - c. City Council Report
8. Adjourn

I certify that the above notice of regular city council meeting was posted in the display case near the front entrance of City Hall on or before March 1, 2025 at 6:00 p.m. and at the display case near the door of the Presidio Activity Center located at 1200 E. O'Reilly St, Presidio, Texas on or before March 1, 2025 at 6:00 p.m. I further certify that this agenda was also posted in the City of Presidio website [www.presidiotx.us](http://www.presidiotx.us) –Public Notices City Secretary on or before March 1, 2025 at 6:00 p.m.



Brenda Lee Acuña  
City Secretary

*All items on the agenda are for discussion and/or action by the Presidio City Council. The Presidio City Council Reserves the Right to Adjourn Into Executive Session at Any Time During the Course of this Meeting to Discuss Any of the Matters Listed Above, as Authorized by the Texas Government Code including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations About Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development) and 418.183 (Deliberations about Homeland Security Issues) Council will make a tape recording of the proceedings of a closed meeting to deliberate this information. This facility is wheelchair accessible and parking spaces are available. Request for accommodations must be made 48 hours prior to this meeting. Please contact City Hall at 432-229-3517, FAX 432-229-3505, or email [borneles@presidiotx.us](mailto:borneles@presidiotx.us) for further information.*

## LINE ITEM 5

5. Approve Prior Minutes for Regular City Council Meeting, February 18, 2025.



Regular City Council Meeting Minutes,  
February 18, 2025

1. **Call meeting to order:** Mayor Ferguson called the Regular City Council meeting for February 18, 2025 at the Presidio Activity Center into order at 6:00 p.m.

2. **Quorum Check:**

Attendee Name	Title	Status	Arrived
John Ferguson	Mayor	Present	
Arian Velazquez-Ornelas	Mayor Pro Tem	Not Present	
Steve Alvarez	Councilman	Not Present	
Bianca Martinez-Bailon	Councilwoman	Present	
Abel "Billy" Hernandez	Councilman	Present	
Cristian Montoya	Councilman	Present	
Pablo Rodriguez	City Administrator	Present	
Brenda Acuña	City Secretary	Not Present	
Glorissel Muñiz	Deputy City Secretary	Present	

3. **Pledge of Allegiance:** Pledge of allegiance led by Councilman Hernandez.

4. **Recognize and Welcome Visitors – 5 minutes**

*Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comments with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.*

Mayor Ferguson welcomed public and City of Presidio staff to the regular meeting on February 18, 2025 at the Presidio Activity Center and opened floor for any visitor to address the City Council for five minutes.

Mr. Ramon Rodriguez commented on the condition of the roads. Mr. Rodriguez also stated his due delegation on asking the State of Texas and Presidio County with the need of helping the city with road material for the potholes.

Mr. Isidro Montoya commented on the missing and detreated stop signs around town.

5. **Department Reports – Finance Director reported on the audit for the 2023-2024 the City of Presidio.**

6. **Approve Minutes for the City of Presidio:**

a. **Regular Meeting, December 17, 2024**

b. **Special Meeting, December 27, 2024**

c. **Regular Meeting, January 21, 2025**

**DISCUSSION:** None

**ACTION:** Councilman Cristian Montoya moved to approve as presented Regular Meeting, December 17, 2024, Special Meeting, December 27, 2024, and Regular Meeting, January 21, 2025 minutes.

Councilman Abel Hernandez seconded the motion.

Motion Carried Unanimously 3-0

7. **New Business**

a. **Discussion / action to possibly going out for RFP's for a City of Presidio Financial Advisor.**

**DISCUSSION:** Mayor Ferguson informed the City Council of the need to have a financial advisor to help with the needs that the city currently needs.

**ACTION:** Councilman Montoya moved to go out for RFP's for a City of Presidio Financial Advisor.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 3-0

- b. **Discussion / action on the City of Presidio Volunteer Fire Department, services, grant progression, equipment, volunteers, and the facility.**

**DISCUSSION:** Fire Chief Pardo informed the City of Presidio of a few grants they are working. Fire Chief Pardo stated what those grants entailed and how they would benefit the fire department. Fire Chief Pardo also commented on what the needs are for the Fire Department. Mr. Pardo stated on the volunteers and that their incentives were now dedicated for the maintenance of the Fire Department vehicles.

**ACTION:** No action

- c. **Discussion / action on the Notice of Drawing for the name on the Election Ballot from the City Secretary.**

**DISCUSSION:** Deputy City Secretary Muñiz stated this Notice of Drawing would be held at city hall on February 19, 2025 at 2pm.

**ACTION:** Councilman Montoya moved to approve the Notice of Drawing for the name on the Election Ballot from the City Secretary.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 3-0

- d. **Discussion / action to review and sign On-Call Services Agreement with Wilson & Company, Inc., Engineers & Architects.**

**DISCUSSION:** Mr. Pablo Rodriguez stated this is to formalize the agreement between the City of Presidio and Wilson & Company. The On-Call Services agreement has been reviewed and amended by the city's attorneys as well as Wilson & Company to have it presented to the City Council for the final approval by the City Council.

**ACTION:** Councilwoman Martinez-Bailon moved to approve On-Call Services Agreement with Wilson & Company, Inc., Engineers & Architects.

Councilman Hernandez seconded the motion.

Motion Carried Unanimously 3-0

- e. **Discussion / action on approval of Plans and Specifications for Water Well #8 and Water Well #6 Rehabilitation Project, TxCDBG Grant CDV23-0300.**

**DISCUSSION:** Mr. Ramon Rodriguez commented on the need to approve the Plans and Specifications for Water Well #6 and Water Well #8 on the Rehabilitation Project.

**ACTION:** Councilman Montoya moved to approve the Plans and Specifications for Water Well #8 and Water Well #6 Rehabilitation Project, TxCDBG Grant CDV23-0300.

Councilwoman Martinez-Bailon seconded the motion.

Motion Carried Unanimously 3-0

- f. **Discussion / action authorizing advertisement for bid for the Water Well #8 and Water Well #6 Rehabilitation Project, TxCDBG Grant CDV23-0300 as soon as environmental clearance is approved.**

**DISCUSSION:**

**ACTION:** Councilwoman Martinez-Bailon moved to approve the bid for the Water Well #8 and Water Well #6 Rehabilitation Project, TxCDBG Grant CDV23-0300.

Councilman Montoya seconded the motion.

Motion Carried Unanimously 3-0

**g. Discussion / action to authorize procurement of grant administrator for the TxCDBG Rural Economic Development Grant (RED Grant) CRC23-0523.**

**1. Other Grant Matters.**

**DISCUSSION:** Mrs. Becky Brewster stated that the City of Presidio was awarded the TxCDBG Rural Economic Development Grant to develop an economic development plan for the city. TDA has approved the plan and now the second phase will begin and in order to do that there needs to be a grant administrator for this grant. Mrs. Brewster recommended the City Council to authorize the City Secretary to advertise for a grant administrator in the newspaper.

**ACTION:** Councilwoman Martínez-Bailon moved to authorize the procurement of a grant administrator for the TxCDBG Rural Economic Development Grant (RED Grant) CRC23-0523.

Councilman Montoya seconded the motion.

Motion Carried Unanimously 3-0

**8. Administrative Updates (NO ACTION)**

- a. **City Administrator's Report** – Mr. Rodriguez updated the City Council on Communities Unlimited and they approached us with their services for the city.
- b. **City Mayor's Report** – Mayor Ferguson reported on the city's auction of vehicles and other supplies. This auction will take place on March 1, 2025 to begin at 8am. Mayor Ferguson also commented on the Tourism Working Group to be held on February 19, 2025, at the Ojinaga, Chihuahua Presidencia at 5pm to promote tourism for the sister cities.
- c. **City Council Report** – Councilman Montoya reported on the racetrack for future events for the city.

**9. Adjourn**

**DISCUSSION:** There being no further business for the City Council Mayor Ferguson adjourned the regular City of Presidio meeting for February 18, 2025 at 7:19 p.m.

**ACTION:** Councilman Montoya moved to adjourn the regular City of Presidio meeting for February 18, 2025 at 7:19 p.m.

Councilwoman Martínez-Bailon seconded the motion.

Motion Carried Unanimously 3-0

**CITY OF PRESIDIO, TEXAS**

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**John Ferguson**  
**City of Presidio Mayor**

**ATTEST:**

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**Brenda Lee Acuña**  
**City Secretary**

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- a. Discussion / Action / questions for Communities Unlimited and the services that they may for the City of Presidio.



# COMMUNITIES Unlimited

## Comprehensive Technical Assistance Work Plan for City of Presidio February 12, 2025

Prepared by: Rebecca Manriquez

Version 2024.006

TMF Assessment Deficiency	Proposed Technical Assistance Tasks to be Performed	Anticipated Completion Date
1-NA	Perform Analysis: TMF Assessment	2/11/2025
2-NA	RCAP Plans: TA Work Plan/Community Service Agreement	2/12/2025
3-T7	Perform Analysis: Income Study	5/1/2025
4-T4	Develop/Update Plan: Operations and Maintenance Plan	5/1/2025
5-T4	Write/Update Policies/Procedures: Operational	5/1/2025
6-T4	On-site Training: Operator Training	8/1/2025
7-T8	Develop/Update Plan: Operations and Maintenance Plan	8/1/2025
8-T8	Write/Update Policies/Procedures: Operational	9/1/2025
9-T7	Assist with Application: Grant or Loan Application	12/1/2025
10-F9	Develop/Update Plan: Asset Management Plan	10/1/2025

### Anticipated Outcomes Resulting from the Proposed Technical Assistance:

- 1 Increased Managerial Capacity
- 2 Improved Environmental Health
- 3 Financial Sustainability

### CERTIFICATION OF APPROVAL AND ACCEPTANCE OF OFFER OF TECHNICAL ASSISTANCE

I have reviewed and approved this proposed Work Plan for technical assistance and understand that ALL costs associated with the proposed services are fully subsidized by a technical assistance grant with the US Department of Agriculture - Rural Development and that City of Presidio or Communities Unlimited may amend this agreement to include additional technical assistance, remove planned technical assistance tasks, or if necessary to revoke this agreement.

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\_\_\_\_\_  
John Ferguson,

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

This Technical Assistance Work Plan was drafted by Rebecca Manriquez, Communities Unlimited (CU) after interviewing staff members and conducting a preliminary assessment. This work plan is NOT a binding contract for services but provides a framework of anticipated technical services to be provided by CU. Communities Unlimited will make a good faith effort to complete the tasks outlined in this work plan but reserves the right to drop tasks that can not be completed, add tasks as needed, and / or terminate its technical assistance with City of Presidio . This assistance is provided at NO COST to City of Presidio by Communities Unlimited and is made possible by funding received by the US Department of Agriculture - Rural Development. Questions or Comments may be forwarded to the following persons:

✕ *Rebecca Manriquez-Fuentes*

\_\_\_\_\_  
Technical Assistance Provider

Rebecca Manriquez

Community Environmental Management Specialist  
3 East Colt Square Drive, Fayetteville, AR 72703  
479.443.2700

Rebecca.Manriquez@CommunitiesU.org

✕

\_\_\_\_\_  
Supervisor

Kurt Grant

West Texas Coordinator - Environmental Services  
3506 NE 24th Ave, Amarillo, TX 79107  
806.335.5773

Kurt.Grant@CommunitiesU.org

## Environmental Services

### MANAGERIAL ASSISTANCE:

- DEVELOPING AND UPDATING POLICIES AND PROCEDURES
- LONG-RANGE PLANNING
- BUDGETING
- BOOKKEEPING/RECORD KEEPING
- BOARD MEMBER TRAINING

- CONSTRUCTION PROJECTS AND SYSTEM IMPROVEMENTS
- EXTENDING SERVICE TO NEW CUSTOMERS
- PURCHASING EQUIPMENT
- IMPROVING SYSTEM SECURITY
- ASSURING APPLICATIONS ARE READY TO BE REVIEWED AND SUBMITTED

### OPERATION & MAINTENANCE

- POLICIES AND PROCEDURE
- OPERATOR TRAINING
- BOARD MEMBER TRAINING
- DEVELOP/UPDATE OPERATIONS AND MAINTENANCE PLANS

### PRE-DEVELOPMENT ACTIVITIES THAT ALLOW SYSTEMS TO QUALIFY FOR LONG-TERM FINANCING.

- ASSURE PROGRAM REQUIREMENTS ARE MET.
- ASSISTANCE/GUIDANCE ON PROGRAM AND LOAN TERMS
- APPLICATION PROCESS ASSISTANCE
- CONDUCT NEEDS ASSESSMENT
- ASSIST WITH FEASIBILITY STUDY
- ASSIST W/PRELIMINARY BUDGET
- GUIDE THROUGH THE PROCESS OF STAKEHOLDER ENGAGEMENT

### FINANCIAL ASSISTANCE:

- RATE ANALYSIS
- ASSISTANCE WITH RFQ REPORTING
- ASSIST W/IDENTIFYING FUNDING OPTIONS FOR PROJECTS

### TECHNICAL ASSISTANCE:

- OPERATIONS & MAINTENANCE REVIEW
- OPERATOR TRAINING
- ANALYSIS OF OPERATIONS AND MAINTENANCE
- DEVELOP/UPDATE PLAN:
  - SOLID WASTE MANAGEMENT PLAN
  - CORRECTIVE ACTION PLAN
  - REGIONAL COLLABORATION PLAN
  - SAMPLING PLAN

### OTHER SERVICES:

- GIS MAPPING
- PRIVATE WELL ASSESSMENTS
- TRAINING/BOARD/OPERATOR
- NEGOTIATE/ESTABLISH RFQ SERVICES
- PREPARE CONFIDENCE REPORT/STATE ENVIRONMENTAL QUALITY REPORT

### LENDING:

- MEETING COMPLIANCE REQUIREMENTS

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- b. Discussion / action regarding the Support of Local Legislation to amend the Presidio County Underground Water Conservation District's Enabling Act.**

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- c. Discussion / action to approve Ordinance 2025-1 to the amended Levy Ad Valorum Ordinance 2024-11.

**ORDINANCE NO. 2025-1  
CITY OF PRESIDIO  
FISCAL YEAR  
2024-2025**

**AMENDED TAX LEVY ORDINANCE**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PRESIDIO, TEXAS, APPROVING THE 2024-2025 AMENDED ORDINANCE 2024-11 AD VALOREM TAX RATE AND AT THE RATE OF: \$0.58126 PER ONE HUNDRED DOLLARS (\$100.00) OF ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR NOTIFICATION TO ASSESSOR; PROVIDING FOR REPEALER; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING PROPER NOTICE AND MEETING.**

**WHEREAS,** a budget appropriating revenues generated for the use and support of the municipal government of the City of Presidio ("City") has been approved and adopted by the City Council of the City of Presidio ("City Council") as required by Chapter 102 of the Texas Local Government Code; and

**WHEREAS,** Texas Tax Code Section 26.05 requires that the City adopt a tax rate for the current tax year and shall notify the assessor for the unit of the rate adopted; and

**WHEREAS,** pursuant to Texas Local Government Code 51.001 the City Council is authorized by law to adopt an ordinance that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

**WHEREAS,** the City Council finds that it is necessary and proper for the good government, peace or order of the City to adopt an ordinance establishing an ad valorem tax rate; and

**WHEREAS,** the City Council finds that the provisions of this Ordinance are characterized as reasonable, necessary, and proper for the good government of the City, and

**WHEREAS,** THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; and

**WHEREAS, THE TAX RATE WILL EFFECTIVELY BE DECREASED BY 0.05% PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$28.32.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
THE CITY OF PRESIDIO, TEXAS:**

**1. FINDINGS OF FACT**

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

**2. APPROVAL OF 2024-2025 TAX RATE & LEVY**

- a. There is hereby levied and shall be assessed and collected for the fiscal year 2024 - 2025, on all taxable property, real, personal and mixed, situated within the city limits of the City – unless exempt by the Constitution of the State of Texas or a law, ordinance or regulation applicable to the City of Presidio – an *ad valorem* tax rate of \$0.58126 per One Hundred Dollars (\$100.00) of taxable value of taxable property, and shall be apportioned and distributed as follows: (A) for Maintenance and Operations, **AMENDED**, \$0.48826 per One Hundred Dollars (\$100.00) of taxable value of taxable property, and (B) for Debt Service, **AMENDED**, \$0.09300 per One Hundred Dollars (\$100.00) of taxable value of taxable property. Maintenance & Operation with an 84% and Debt Services with an 16% of the estimated ad valorem tax rate collection for Fiscal Year 2024-2025.
- b. Any tax exemptions previously adopted by the City Council shall remain in effect.
- c. The taxes are to be used for general purposes as set out in the Annual Budget for the fiscal year beginning the 1st day of October 2024, and ending with the 30th day of September 2025.
- d. The taxes, penalty, and interest, if any, shall constitute a first and prior lien against the property that the tax is assessed.
- e. All rights and powers available to the City of Presidio as provided in the Constitution and Laws of the State of Texas, for penalties in cases of delinquent taxes, are and shall be available to the City and its officers to enforce collection of said taxes.
- f. All delinquent taxes collected after the passage of this Ordinance shall be deposited to the funds for which they were assessed.

- g. The City Secretary shall cause the following notice to be posted on the homepage of any Internet website operated by the City:

THE TAX RATE WILL EFFECTIVELY BE DECREASED BY 0.005% PERCENT AND WILL DECREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000.00 HOME BY APPROXIMATELY \$28.32.

### **3. ENGROSSMENT & ENROLLMENT**

The City Secretary of the City of Presidio is hereby directed to engross and enroll this Ordinance by copying the caption, publication clause, and effective date clause in the minutes of the City Council of the City of Dripping Springs and by filing this Ordinance in the records of the City.

### **4. NOTIFICATION TO TAX ASSESSOR**

The City Secretary of the City is hereby directed to notify the tax assessor for the City of the tax rate adopted.

### **5. REPEALER**

All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

### **6. CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of City ordinances, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

### **7. SEVERABILITY**

Should any of the clauses, sentences, paragraphs, sections or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

### **8. PUBLICATION**

The City Secretary is hereby directed to publish the caption and effective date clause of this Ordinance in the City's official newspaper, as required by Section 52.011 of the Texas Local Government Code.

**9. EFFECTIVE DATE**

This Ordinance shall be effective immediately upon its passage.

**10. PROPER NOTICE & MEETING**

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

**PASSED & APPROVED** this, the 4<sup>th</sup> day of March, 2025, by the following City Council of the City of Presidio, Texas record vote:

<b>Arian V. Ornelas, Mayor Pro-tem</b>	_____	<i>(aye)</i>	_____	<i>(nay)</i>	_____	<i>(abstain)</i>
<b>Steve Alvarez, Councilmember</b>	_____	<i>(aye)</i>	_____	<i>(nay)</i>	_____	<i>(abstain)</i>
<b>Bianca M. Bailon, Councilmember</b>	_____	<i>(aye)</i>	_____	<i>(nay)</i>	_____	<i>(abstain)</i>
<b>Abel Hernandez, Councilmember</b>	_____	<i>(aye)</i>	_____	<i>(nay)</i>	_____	<i>(abstain)</i>
<b>Cristian Montoya, Councilmember</b>	_____	<i>(aye)</i>	_____	<i>(nay)</i>	_____	<i>(abstain)</i>

**CITY OF PRESIDIO, TEXAS**

by: \_\_\_\_\_

John Ferguson, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Lee Acuña, City Secretary



## LINE ITEM 6

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- d. Discussion / action TxCDBG Grant CDV23-0300 (Water and Drainage Improvements)
  - 1. Project Status
  - 2. Other grant matters

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- e. Discussion / action TxCDBG Grant CDV25-0138 application status and other grant matters.

## LINE ITEM 6

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- f. Discussion / action to accept proposals for the 2025-2026 Texas Rural Economic Development (RED) Fund and to score and award the Administration and Professional services contract from the submitted Requests for Qualifications (RFQs).
  - 1. Other grant matters

# Marbek Services, LLC

# **MARBEK SERVICES, LLC**

Rebecca L. Brewster, Manager

P.O. Box 1148

Van Horn, Texas 79855

(432) 207-0346

[brewster@valornet.com](mailto:brewster@valornet.com)

February 27, 2025

The Honorable John Ferguson, Mayor  
and the Honorable City Council Members  
City of Presidio  
PO Box 1899  
Presidio, TX 79845

RE: Proposal for Grant Management Services

Dear Mayor Ferguson:

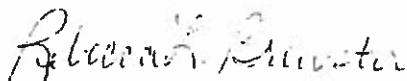
I am pleased to submit my proposal for Grant Management Services for the City of Presidio's 2025-2026 TxCDBG Rural Economic Development Grant Project.

I have been writing and administering TxCDBG grants since 1984 for the Town of Van Horn and Culberson County. I maintain certification as a TxCDBG Certified Grant Administrator and have completed TxCDBG Environmental Training.

Once I retired from the Town of Van Horn, I expanded my client base to the surrounding areas. As a sole-owner LLC, I plan to limit the number of active grants I will administer so that I can provide individualized service to my clients. If selected as the Grant Administrator for the RED Program, I will assist in the application preparation at no cost to the City of Presidio.

If you have any questions, or would like to schedule an interview, please contact me at 432-207-0346 or at [brewster@valornet.com](mailto:brewster@valornet.com).

Sincerely,



Rebecca L. Brewster  
Grant Administrator  
Marbek Services LLC

# **MARBEK SERVICES LLC**

Rebecca L Brewster, Owner

Statement of  
Qualifications to  
Provide Professional  
Administration Services  
for the TDA CDBG Rural  
Economic Development  
Program Grant for the  
City of Presidio

# TABLE OF CONTENTS

## STATEMENT OF QUALIFICATIONS

<b>PART I: EXPERIENCE OF THE FIRM</b>	<b>2</b>
Section 1: Overview	
Section 2: Related Firm Experience/Background with Federally Funded Projects	
Section 3: Related Firm Experience/Background with Specific Services	
<b>PART II: PRIOR WORK PERFORMANCE REFERENCES</b>	<b>5</b>
Section 1: Related Work Performance	
Section 2: References for Prior Grant Work	
Section 3: Additional References	
<b>PART III: CAPACITY TO PERFORM</b>	<b>6</b>
Section 1: Demonstrated understanding of scope of the TDA Act Projects	
Section 2: Qualifications/Experience of Proposed Staff	
Section 3: Approach/Strategy to Implement Services/Projects	
Section 4: Current and Projected Workloads	
Section 5: Financial Capacity	
<b>PART IV: PROPOSED COSTS</b>	<b>8</b>
<b>PART V: TECHNICAL APPROACH – SCOPE OF SERVICES</b>	<b>9</b>
<b>PART VI: ATTACHMENTS: Proposal Backup Documentation</b>	<b>12</b>
1. Resume: Rebecca L Brewster	
2. TxCDBG Certified Administrator Certificate	
3. TxCDBG Environmental Training Certificate	
4. Certificate of Liability Insurance	
5. Certifications	
a. WOSB (Women-Owned Small Business)	
b. WBE (Women-Owned Business Enterprise)	
c. HUB (Historically Underutilized Business)	
6. Summary of Grant Funding	
7. System for Award Management Clearance	

# **PART I: EXPERIENCE OF THE FIRM**

## **Section 1: Overview**

Rebecca L. Brewster, d.b.a. Marbek Services LLC, is offering to provide professional and personalized grant management services to The City of Presidio for its 2025-2026 TDA TxCDBG-Rural Economic Development program. Ms. Brewster has worked within the grant administration field since 1979 and is highly qualified and experienced in all phases of the grant application and management process.

Ms. Brewster has administered Texas Community Development Program projects for the Town of Van Horn, Culberson County, the City of Presidio, the City of Wink and the City of Socorro. Ms. Brewster meets the following required qualifications:

- ▶ Experience in managing federally-funded local public works and facility construction projects.
- ▶ Experience with the Federal Community Development Block Grant Program through the Texas Community Development Program.
- ▶ Experience in managing projects utilizing force account labor and equipment.
- ▶ Experience in managing projects located in this general region (Far West Texas) of the state, especially rural communities.
- ▶ TXCDBG Certified Grant Administrator.

## **Section 2: Related Firm Experience/Background with Federally Funded Projects**

Ms. Brewster has provided staff services, grant management services and/or technical assistance for the following community TxCDBG and TXDOT Projects:

### **City of Presidio**

2013 Water Improvements Project  
2015 Water Improvements Project  
2018 Water Improvements Project  
2021 ARPA Infrastructure Project  
2023 Water/Drainage Improvements Project

### **Town of Van Horn**

1984 Neighborhood Revitalization Project  
1985 Housing Rehabilitation Project  
1986 Neighborhood Revitalization Project  
1988 Water Improvements Project  
1989 Sewer Improvements Project  
1994 Water Improvements Project  
1996 Street Improvements Project  
1997 Street Improvements Project



1999 Street Improvements Project  
2001 Street Improvements Project  
2003 Street Improvements Project  
2006 Water Improvements Project

### **Culberson County**

1995 Community Facilities Project  
1998 Community Facilities Project  
2000 Community Facilities Project  
2001 Community Facilities Project  
2004 Community Facilities Project  
2004/2008 TXDOT Border Colonia Access Fund Project  
2006 Community Facilities Project  
2008 TXDOT Border Colonia Access Fund Project  
2008 Community Facilities Project  
2009 Community Facilities Project  
2013 Community Facilities Project  
2015 Parks Improvements Project  
2018 Community Facilities Project  
2021 ARPA Project

### **City of Wink**

2018 Water Improvements Project

### **City of Socorro**

2018 Drainage Improvements Project

[A complete list of grant projects in which Ms. Brewster has been involved in provided in Attachment 5]

## **Section 3: Related Firm Experience/Background with Specific Services**

### **a. Administrative, construction management**

All projects listed above are construction projects, which involved the administration of all aspects of the project, including management of the construction activities, from coordination with the project engineers to develop bid packages, to compliance with labor standards, and construction monitoring for both public works projects and facility construction.

### **b. Administrative, non-construction management**

Completed projects that did not have construction activities primarily included the acquisition of emergency services equipment, and non-profit program operations for local youth programs.

c. Procurement of other services and construction

Services provided included the procurement of professional services, materials acquisition, construction through the bid process, and small purchase procurement in accordance with grant and state purchasing requirements.

d. Financial Duties

Services provided included the preparation of payment applications, maintaining the grant financial ledgers, monitoring the budget, and ensuring funds are spent in accordance with the program guidelines.

## PART II: PRIOR WORK PERFORMANCE REFERENCES

### Section 1: Related Work Performance

Ms. Brewster has successfully completed a number of federally-funded projects through the TxCDBG program for infrastructure improvement projects as well as many other procurement projects. [See Part I, Section for a list of related projects.]

### Section 2: References Provided for Prior Grant Work

- Town of Van Horn:** Lyndon McDonald, Mayor ProTem  
[retiredaggie71@yahoo.com](mailto:retiredaggie71@yahoo.com)  
PO Box 517, Van Horn, TX 79855  
432.284.1049
- Culberson County:** Carlos Urias, County Judge  
[carlos.urias@county.culberson.tx.us](mailto:carlos.urias@county.culberson.tx.us)  
PO Box 929, Van Horn, TX 79855  
432.283.2059
- City of Presidio:** John Ferguson, Mayor  
[jferguson@presidiotx.us](mailto:jferguson@presidiotx.us)  
PO Box 1899, Presidio, TX 79845  
432.229.3517
- City of Wink:** Gina Funderburg, City Secretary  
[gfinderburg@winktx.org](mailto:gfinderburg@winktx.org)  
303 Hendricks Blvd, Wink, TX 79789  
432.527.3337
- City of Socorro:** Alajandra Valadez, Grants Coordinator  
[grants@costx.us](mailto:grants@costx.us)  
124 S Horizon Blvd., Socorro, TX 79927  
915.858.2915

### Section 3: Additional References

Business Strategies, Inc.  
Judy Blazek, Consultant  
PO Box 18463  
Oklahoma City, OK 73154  
(405) 620-3385

Annette Gutierrez, Executive Director  
Rio Grande Council of Governments  
1100 North Stanton, Suite 601  
El Paso, TX 79902  
(915) 533-0998

Culberson County Hospital District  
Laura Reyes, Board President  
P.O. Box 1145  
Van Horn, TX 79855  
(432) 283-2760

Grimes and Associates  
Joe Grimes, Engineer/Owner  
P.O. Box 65  
Wolfforth, TX 79382  
(806) 863-2462

## PART III: CAPACITY TO PERFORM

### Section 1: Demonstrated understanding of scope of the TDA Projects

Ms. Brewster has demonstrated an understanding of the administration of grant projects over the course of 40+ years, and has a thorough understanding of the scope of services offered through TDA and the tasks necessary to meet state and federal requirements. Ms. Brewster meets the requirements detailed in the RFP, including general administration, project selection, implementation, and financial services. She understands the needs of smaller governments, and the procedures in place for “non-entitlement” units such as Presidio.

### Section 2: Qualifications/Experience of Proposed Staff

Rebecca L. Brewster is the founder of Marbek Services LLC. A complete resume for Ms. Brewster is provided as Attachment 1. A summary of related experience is as follows:

#### Rebecca L. Brewster

City of Socorro	2019-2022	Grant Administrator
City of Presidio	2014-Present	Grant Administrator
City of Wink	2016-2020	Grant Administrator
Town of Van Horn	1979-2009	City Administrator/Grant Administrator (Retired)
Culberson Hospital District	2003-Present	Chief Financial Officer (Contract)
Culberson County	1998-Present	Grant Administrator
Rainbow Express Day Care	1987-Present	Director/Grant Writer/Administrator
Other Experience	1995-Present	Grant Writer/Administrator for Local Agencies
Education	1979, Angelo State University, Bachelor of Science	
	1991, Sul Ross State University, Master of Arts Public Administration	
	2013, UTEP Center for Professional Studies, Paralegal Studies	

### **Section 3: Approach/Strategy to Implement Services/Projects**

The following tasks will be undertaken to implement the CD Program:

1. Project Selection and Design in cooperation with City of Presidio officials.
2. Project Implementation and Management
3. Financial Management
4. Recordkeeping and Reporting

### **Section 4: Current and Projected Workloads**

Marbek Services LLC is currently working with the City of Presidio on its 2023 TxCDBG and ARPA projects, and is finalizing Culberson County's ARPA project.

#### **New Projects:**

City of Presidio 2023 TxCDBG Project

### **Section 5: Financial Capacity**

Marbek Services, LLC has sufficient resources available to perform the RFP services required within the proposed timeline.

## PART IV: PROPOSED COST

Marbek Services LLC proposes to provide all activities listed in the Scope of Work for a total contract price of **\$50,000.00 (6.66 %)**. Application preparation will be provided at no cost to the City.

This contract price shall be paid in accordance with the following schedule of project milestones:

<b>Environmental Assessment</b>	<b>20%</b>
<b>Contract Management Activities</b>	<b>50%</b>
*Establish recordkeeping system	
*Completion of Acquisition Activities	
* Fair Housing/EO Activities	
*Program and Financial Management	
*Financial Management	
<b>Construction/Labor Standards</b>	<b>20%</b>
<b>Completion of Project Close-Out Documents</b>	<b>10%</b>
<b>Total</b>	<b>100%</b>

# TECHNICAL APPROACH: SCOPE OF WORK

Marbek Services LLC proposes to provide professional grant management services for the project in response to your Request for Proposals for the CDBG-CD program. The following services shall be provided for your project, as needed:

## **A. Project Management**

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional engineering/architectural services through the request for proposal process, if applicable, and as required by the TDA regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA. Prepare and submit to TDA documentation necessary for amending TDA contract.
7. Conduct re-assessment of environmental clearance for any program amendments.
8. Prepare and submit quarterly reports (progress and minority hiring).
9. Prepare Recipient Disclosure Form for City signature and submittal.
10. Establish procedures to document expenditures associated with local administration of the project.
11. Provide guidance and assistance to City regarding the acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the City's signature to acquire the property or secure an easement
  - Assist the City in negotiation with property owner(s)
12. Maintain TDA Property Management register for any property/equipment purchased or leased.
13. Serve as liaison for the City during any monitoring visit by staff representatives from TDA or HUD.
14. **Prepare any required public notices for City to have published.**
15. **Attend meetings of City governing body as available whenever any item related to project is on the agenda for discussion and attend public hearings as available.**

**B. Financial Management**

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification Letter, Direct Deposit Authorization Form (if applicable) and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within allotted time period.
5. Review invoices received for payment and file back-up documentation.  
Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TDA.

**D. Acquisition**

1. Prepare required acquisition reports.
2. Obtain documentation of ownership for locality-owned property and/or ROWs
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to the office.

**E. Fair Housing/Equal Opportunity**

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period. **Prepare resolutions, proclamations, public notices and flyers as requested by City.**
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare Section 504 Plan requirements as needed.
5. Provide all applicable equal employment opportunity provisions and certifications for inclusion in bid packet.



F. **Audit / Close-out Procedures**

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion
2. Assist City in resolving any monitoring and audit findings
3. Assist City in resolving any third-party claims
4. Provide auditor with TDA audit guidelines
5. **Prepare public hearing notices and attend public hearings as available.**
6. **Attend close-out monitoring visit.**

G. **Application Preparation Assistance.**

1. Assist the City in preparing the TxCDBG Application.
2. Prepare all documents for the application with input from the City.
3. Coordinate with City staff regarding beneficiary documentation. Assist City in coordinating for door-to-door surveys if needed. City staff will be responsible for the actual surveys. Prepare survey tabulation if needed.
4. Finalize the application for submission to TDA.

H. **General**

1. **It is specifically understood and agreed that the Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the preceding scope of services. The Consultant will, however, advise the City on the need of such services in order to meet the objectives of the project. Any such services shall be paid for by the City through TDA or local funds. This shall include any geo-technical services that may be required as a result on the initial environmental assessment.**
2. **It is specifically understood and agreed that the City shall be responsible for any costs involved in the publication of notices in the local or regional newspapers.**

# ATTACHMENTS

## PROPOSAL BACKUP DOCUMENTATION

1. **Resume: Rebecca L Brewster**
2. **TxCDBG Certified Administrator Certificates**
3. **TxCDBG Environmental Training Certificate**
4. **Certificate of Liability Insurance**
5. **Certifications**
  - a. **WOSB (Women-Owned Small Business)**
  - b. **Certification: WBE (Women-Owned Business Enterprise)**
  - c. **Certification: HUB (Historically Underutilized Business)**
6. **Summary of Grant Funding**
7. **System for Award Management Clearance**

# REBECCA L. BREWSTER

Phone: (432) 207.0346 | Email: brewster@valornet.com

Address: PO Box 1148, Van Horn, TX 79855

## EXECUTIVE SUMMARY

Versatile, dedicated, and highly accomplished Grant Administrator with extensive grant management, project management, administrative, governmental and financial experience for multiple entities. Adept at administering projects on time and within budget while ensuring compliance with various regulations. Experienced in the design and implementation of policies and procedures, as well as consistently assessing operational needs to impact performance. Consistently strives to ensure open lines of communication among the funding agency, the entities, engineers/architects, and contractors to facilitate the successful completion of the projects.

- Executive Leadership
- Operations Management
- Grant Writing/Management
- Financial Management
- Project Management
- Environmental Assessments
- Personnel/Human Resources
- Staff Training/Supervision
- Performance Evaluation
- Customer Relations
- Budgeting/Forecasting
- Tax Administration
- Non-Profit/Fund Accounting
- Operations Management
- Policy & Procedure Development
- Law/Policy Interpretation
- Stakeholder Relations

## KEY ACCOMPLISHMENTS

- ✓ Wrote and Administered multiple TxCDBG Grants for the Town of Van Horn, Culberson County, the City of Presidio, the City of Wink, and the City of Socorro for over 35 years. [See Attachment.]
- ✓ Served on Project Team as Hospital Board Liaison and CFO for a \$4.5 million construction of a new hospital facility, a \$1.5 million Hospital Renovation project, a \$1.5 million clinic renovation project, a \$1.2 million parking lot and façade improvement project, and a \$5.8 million EMS Facility at Culberson Hospital (in progress).
- ✓ Prepared documents for the incorporation of several local non-profits and obtained IRS 501(c)(3) status for the Rainbow Express Depot Child Care Centers, Inc., the Van Horn Foundation, and the Boys and Girls Clubs of Rural West Texas.
- ✓ Directed the administration of all city affairs in five major departments with a final budget of over \$4 million for 30 years: Administration, Utilities/Public Works, Library, Recreation (Golf/Pool/Parks and Recreation), and Convention Center/Visitor's Bureau
- ✓ Developed policy and procedure manuals including the 2015-2016 updated manual for the Rainbow Express Depot Child Care Centers, Inc. and the personnel policy manual for the Town of Van Horn, and served as personnel policy coordinator for the Town to ensure policies and practices follow legal obligations.

## CAREER OVERVIEW

- Culberson County Hospital District · Chief Financial Officer (Contracted)** 2003 – Present
- Serve as the contracted Chief Financial Officer and Chief Administrative Officer for the Hospital District.
  - Provide guidance and assistance to the Board of Directors on a wide range of critical topics including finance and local government administration.
  - Develop and oversee the \$5M budget preparation and implementation and setting of the Tax Rate.
  - Serve as Project Team Member as agency liaison and provide financial oversight for various construction projects.
  - Coordinate with outside auditor for annual financial statements (with an unqualified opinion).
  - Partner with financial/legal advisors for funding including bonds, refinancing and short-term loans.

**Rio Grande Council of Governments** · *Grant Writer/Administrator (P/T)* 2023- Present

- Research funding opportunities and prepare grant applications.
- Assist in grant administration for TxCDBG and EDA projects in the region.

**Culberson County** · *Grant Administrator* 2001-- Present

**City of Presidio** · *Grant Administrator* 2014 --Present

**Presidio County** · *Grant Administrator* 2023 --Present

**City of Wink** · *Grant Administrator* 2016-- 2020

**City of Socorro** · *Grant Administrator* 2019-- 2022

- Responsible for all aspects of TxCDBG Grant Administration including **Environmental Review**, Procurement, Labor Standards, Construction Management, Financial Management and Compliance.
- Develop and Prepare Grant applications for TxCDBG and HOME programs.
- Administer American Rescue Plan Act (ARPA) Funds

**Town of Van Horn** · *City Administrator* 1979-2009

- Directed the administration of all city affairs in five major departments: Administration, Utilities/Public Works, Library, Recreation (Golf/Pool/Parks and Recreation), and Convention Center/Visitor's Bureau.
- Developed grant applications and successfully administered funded projects.

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#### ADDITIONAL EXPERIENCE

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**Rainbow Express Depot Child Care Centers, Inc** · *Director* 1987-Present

**Western Bank** · *Branch Manager/Assistant Vice-President* 2009 - 2012

**Van Horn Advocate** · *Staff Writer* 2015 - 2021

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#### EDUCATION & PROFESSIONAL DEVELOPMENT

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**Sul Ross State University (December 1991)**

- Master of Arts: Public Administration

**Angelo State University (August 1975-August 1979)**

- Bachelor of Science: Elementary Education (Summa Cum Laude)

**UTEP Center for Professional Studies (February 2013-April 2013)**

- Paralegal Training

**Texas Department of Agriculture (2019)**

- Environmental Review Training

#### Certifications

- Master Municipal Clerk/Certified Municipal Clerk – International Institute of Municipal Clerks 1989-Pres.
- Registered Professional Municipal Clerk No. 151 (TRMC) 1989-2008  
Texas Municipal Clerk Certification Program, North Texas State University
- Registered Texas Assessor-Collector (RTA) – Board of Tax Professional Examiners 1980-2009
- Wastewater Operator Class D License 2008-2011
- Texas Teacher Certificate (w/TECAT 7-86) Elementary/Science
- TxCDBG Certified Grant Administrator

#### Publications

- Wrote Chapter for the 6<sup>th</sup> Edition Texas Municipal Clerks Handbook (1999); edited 7<sup>th</sup>/8<sup>th</sup> Editions

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**PROFESSIONAL AND COMMUNITY SERVICE/MEMBERSHIPS**


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**Professional Associations**

- Far West Texas Water Planning Group/Texas Water Development Board (Executive Committee Alternate) (1998-Present)
- Big Bend Community Action Committee
- YWCA Child Care Services: Advisory Committee Board Member
- Government Finance Officer Association of Texas: Member
- International Institute of Municipal Clerks: Member

**Community Service**

- Mayor, Town of Van Horn 2020-2022
- Van Horn Rotary Club (2001-Present); Secretary/Treasurer; Past President
- Rainbow Express Depot Child Care Centers, Inc.: Board of Directors (1987-Present)
- Van Horn Foundation: Board of Directors (2005-Present)
- School Health Advisory Council: Committee Member (2015-2020)
- Van Horn Community Coalition: Committee Member (2018-2020)
- Van Horn Economic Development Corporation: (1995-2009; 2019-2023)
- CCAISD P-Tech Steering Committee (2019)

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**REFERENCES**


---

Jim Case, PhD.

Executive Vice President and Provost (Retired)  
Sul Ross State University  
Alpine, TX 79832  
432.837.8011

Annette Gutierrez, Executive Director  
Rio Grande Council of Governments  
8037 Lockheed, Suite 100  
El Paso, Texas 79925  
915.533.0998

Judy Blazek, President  
Business Strategies, Inc.  
616 Shadow Wood Drive  
Edmond, OK 73034  
405.620.3385

Jared Chanski, Vice-President  
Preferred Hospital Corporation  
20 W MacArthur St 121  
Shawnee, OK 74804  
405.878.0202

Carlos Urias, County Judge  
Culberson County  
PO Box 927  
Van Horn, TX 79855  
432.283.2059

Laura Reyes, Board President  
Culberson County Hospital District  
PO Box 1145  
Van Horn, TX 79855  
432.284.0850

Barbara Kauffman, Deputy Executive Director (Retired)  
Rio Grande Council of Governments  
8409 Forrester Blvd.  
Springfield, VA 22152  
575.915.5226

John Ferguson, Mayor  
City of Presidio  
PO Box 1899  
Presidio, TX 79845  
432.229.3517

Don Collins, Board President (Retired)  
Culberson County Hospital District  
4704 Woodhollow Drive  
Midland, TX 79707  
432.207.0498

Steve Mitchell, Attorney  
PO Box 276  
Van Horn, TX 79855  
432.283.2714

**Becky Brewster**

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**From:** Audrey Bartee <Audrey.Bartee@TexasAgriculture.gov>  
**Sent:** Monday, October 28, 2024 12:33 PM  
**To:** brewster@valomet.com  
**Subject:** 2024-2025 TxCDBG Certified Administrator Test

Dear Rebecca L Brewster,

This email is to certify that you have passed the TxCDBG Certified Administrator Test. You scored a 92 You are now certified for the 2024-2025 year and will remain so for one year or until a new certification process is made available by TDA, whichever is longer.

Please retain a copy of this email as evidence of your certification. NOTE: This email replaces the "certificates" sent in previous years.



**TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER**

Certificate of  
**Achievement**

Awarded to

**Rebecca Brewster**

for superior achievement and excellence in  
**TxCDBG Environmental Training Workshop**

this 10th day of March

in the year 2021.

Signed \_\_\_\_\_

Pamela Wozniak, TxCDBG Environmental Review Specialist





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/30/2024

4

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Tecolote Insurance Agency Livingston Insurance Agency P O Box 965 Marfa TX 79843-0965	<b>CONTACT NAME:</b> Iram Marquez <b>PHONE (A.C. No, Ext):</b> (432)729-4306 <b>FAX (A.C. No):</b> (432)729-4305 <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Quirk & Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Marbek Services, LLC P O Box 1145 Van Horn TX 79855-	<b>NAIC #</b>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WARD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPL5159661 24	05/18/2024	05/18/2025	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

No holders

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





**Vendor Profile: Certifications**

5

- General
- Public Profile
- Users
- Commodity Codes
- Contacts
- Employees
- Certifications
- Workforce Comp/EEO
- Questionnaires

MARBEK SERVICES, LLC

System Vendor Number: 20855580

- Home
- View »
- Search »
- Message »
- Settings »
- Help & Support »
- Logoff

Show All    Hide All

- Renew/Apply for Certification
- Submit Change Request
- Request Missing Certification

Current Certifications					
Type	Action	Effective	Renewal	Organization	Actions
WBE	New	Not available		SAM.gov	<a href="#">View</a> <a href="#">Add Date Alert</a>
WOSB	New	Not available		SAM.gov	<a href="#">View</a> <a href="#">Add Date Alert</a>
HUB	New	11/15/2021	11/15/2025	Texas Comptroller of Public Accounts	<a href="#">View</a> <a href="#">Add Date Alert</a>

Certification renewals and updates must be submitted to the certification agency with whom your renewal is due.  
 - For certification renewals and updates with Texas Comptroller of Public Accounts, you may [submit online](#).  
 - For all other agencies, you will need to contact the certifying agency outside of this system for instructions.

Applications						
Status	Application Number	App Type	Organization	Dates	Contact	Actions
Processing Complete	7140330	New HUB Application	Texas Comptroller of Public Accounts	Started: 8/13/2021 Submitted: 11/11/2021 Received: 11/12/2021	REBECCA BREWSTER	<a href="#">View</a>

Customer Support  
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# Town of Van Horn Summary of Grant Funding

Year	Program	Contract #	Project	Grant Amount	Local Match	Total Project
2010	CDBG		Water Improvements: Water Well	\$234,859.00	\$35,000.00	\$269,859.00
2008	CDBG	728439	Water Improvements: SCADA System	\$240,000.00	\$24,000.00	\$264,000.00
2006	CDBG	726681	Water Improvements Project: Transmission Line	\$266,596.00	\$83,404.00	\$350,000.00
2006	Planning	726154	Planning Activities: Base Mapping, Housing, Population, Land Use, Economic Development, Central Business, Historic Preservation, Streets, Thoroughfares, Water, Wastewater, Gas System, Storm Drainage, Recreation and Open Space, Capital Improvements Program, Subdivision, Zoning	\$49,500.00	\$5,742.00	\$55,242.00
2003	CDBG	723831	Street Improvements: Construction of 12,230 linear feet of 30' wide two-course penetration pavement on a 6" compacted base: E. Sixth, E. Seventh, E. Eighth, East Tenth, Austin, JFK, Eisenhower, Rivas, DeAnda, Sowell, Catclaw, Cactus, Kampers Lane	\$263,000.00	\$139,905.00	\$402,905.00
2003	HOME	1000140	Housing Rehabilitation: Rehabilitation/ Reconstruction of 5 owner-occupied units (Special Needs)	\$286,000.00	\$27,500.00	\$313,500.00
2003	HOME	1000187	Housing Rehabilitation: Rehabilitation/ Reconstruction of 4 owner-occupied units	\$243,000.00	\$22,550.00	\$265,550.00
2001	CDBG	721841	Street Improvements: Construction of 13,270 linear feet of 30' wide two-course penetration pavement on a 6" compacted base: Travis, Fannin, Crockett, West First, Elm, Cedar, Cypress, Benton, West Desert	\$300,000.00	\$143,255.00	\$443,255.00
2000	HOME	530535	Housing Rehabilitation: Rehabilitation/ Reconstruction of 9 owner-occupied units	\$495,000.00	Leverage of improvements	\$495,000.00
999	CDBG	719841	Street Improvements: Construction of 11,040 linear feet of 30' wide two-course penetration pavement on a 6" compacted base: E. Fifth, W. Fifth, W. Sixth, Austin, Culberson, Bowie, Reagan, Parker, Baylor, Maple, Date, Ash	\$297,200.00	98,530.00	\$395,730.00
998	HOME	538085	Housing Rehabilitation: Rehabilitation of 7+ owner-occupied units	\$208,000.00	Leverage of improvements	\$240,000.00
997	Planning	717224	Planning Projects: Base Mapping, Streets, Water, Wastewater, Drainage, Capital Improvements Plan	\$29,650.00	\$4,448.00	\$30,098.00
997	CDBG	717811	Street Improvements: Construction of 13,040 linear feet of 30' wide two-course penetration pavement on a 6" compacted base: E. First, E. Second, Austin, Culberson, Bowie, Reagan, Parker, Baylor, Jones, E. Firebush, E. Fresno, Almond, Maple	\$313,000.00	\$107,400.00	\$420,400.00
997	HOME	537032	Housing Rehabilitation: Rehabilitation of 7 owner-occupied units	\$208,000.00	Leverage of improvements	\$208,000.00
996	CDBG	716911	Street Improvements: Construction of 12,300 linear feet of 30' wide two-course penetration pavement on a 6" compacted base: Lamar, Leon, Houston, W. 3rd,	\$250,000.00	\$157,460.00	\$407,460.00

Year	Agency	Project ID	Project Description	Estimated Cost	Actual Cost	Fund Source
1994	Planning	714254	Planning Projects: Economic and Tourism Study, Thoroughfare Study, Parks and Recreation Study, Central Business District Study	\$19,300.00	\$2,895.00	\$22,195.00
1994	CDBG	714889	Water Improvements: 100,000 gallon elevated storage tank, triplex booster pump station with 1,200 gpm pumps, 2860 lf of 12" water line, 600 lf of 8" water line, altitude control valve system and electrical improvements.	\$400,000.00	\$153,614.00	\$553,614.00
1990	Planning	700184	Planning Project: Zoning Ordinance, Subdivision Ordinance, Capital Improvements Plan, Aerial and Topographical Mapping	\$5,400.00	\$12,825.00	\$18,225.00
1989	CDBG	709459	Sewer Improvements: Ponds, aerators, plant piping, instrumentation.	\$159,200.00	24,000.00	\$183,000.00
1988	CDBG	708119	Water and Sewer Improvements:	\$120,813.00	24,210.87	\$145,023.67
1986	Planning	704324	Planning Project: Base Mapping, Streets, Water, Wastewater, Drainage	\$17,500.00	\$5,000.00	\$22,500.00
1986	CDBG	S706579	Neighborhood Revitalization: Desert Street Water and Streets	\$141,580.00	\$15,000.00	\$156,580.00
1985	CDBG	S507709	Housing Rehabilitation: 13 Homes	\$70,000.00	\$2,500.00	\$72,500.00
1984	CDBG	00059317084	Neighborhood Revitalization Project: East Third & East Fourth Streets Water and Streets	\$131,128.00	\$2,500.00	\$133,628.00
1983	CDBG	00059317083	Street Improvements Project: Rivas Addition	\$148,000.00	\$15,902.00	\$163,902.00
1979	UDAG		Industrial Park Development			
<b>Summary</b>						
2006	RGCOG-Solid Waste	Approved	Recycling and CleanUp	\$12,100.00	-0-	\$12,100.00
2005	Texas Commission on the Arts	Awarded	Texas Mountain Art Festival	\$3,000.00	\$3,000.00	\$6,000.00
2005	Boys and Girls Clubs of America	Awarded	Rural West Texas Boys and Girls Club (Transition for RWTYC) [\$40,000 each to Van Horn Unit, Marfa Unit and Presidio Unit]	\$120,000.00	-0-	\$120,000.00
2005	CJD	Awarded	Prevention Funds: Rural West Texas Youth Clubs (Joint with Presidio and Marfa)	\$44,264.00	\$22,900.00	\$67,164.00
2005	Abell-Hanger Foundation	Awarded	Rural West Texas Youth Club: Operational Funds	\$30,000.00	\$9,000.00	\$39,000.00
2005	RGCOG: Solid Waste	Awarded	Code Enforcement: Pickup	\$18,000.00	-0-	\$18,000.00
2005	TXDOT Section 5310	Awarded	Elderly and Disabled Transportation Program: Van Acquisition w/ wheel chair lift (12 passenger)	\$62,774.00	\$15,686.00	\$78,430.00
2005	Texas Forest	Awarded	Rescue Equipment	\$11,250.00	\$3,878.00	\$15,128.00

Year	Service	Agency/Grant	Project Description	Amount	Amount	Amount	Amount
2004	CJD	JT-04-J20-17379-01	Prevention Funds: Rural West Texas Youth Clubs (Joint with Presidio and Marfa)	\$115,235.00	\$59,500.00		\$174,735.00
2004	THC	Awarded	Texas Mountain Trail Designation (Regional Grant)	\$50,000.00/yr	-0-		\$150,000.00
2004	RGCOG: Solid Waste	04-08-G06	Code Enforcement	\$32,763.00	-0-		\$32,763.00
2004	Texas Forest Service	Awarded	Texas Forest Service Rural Fire Department Assistance : Brush Fire Truck	\$54,000.00	\$6,186.00		\$60,186.00
2003	TPWD	Awarded/Returned	Small Communities Grant: Park and Baseball Field with CCAISD	\$50,000.00	\$50,000.00		\$100,000.00
2003	CJD	JT-02-J20-16600-01	Prevention Funds: Rural West Texas Youth Clubs (Joint with Presidio and Marfa)	\$240,668.00	\$127,100.00		\$367,768.00
2003	THC	Awarded	Texas Main Street Designation	THC Services	-0-		THC Services
2002	CJD	JC-02-J21-16425-01	Challenge Funds: Rural West Texas Youth Clubs (Joint with City of Presidio)	\$100,000.00	\$12,000.00		\$112,000.00
2002	CJD	SF-03-J21-16342-01	Afterschool Program	\$25,000.00	-0-		\$25,000.00
2002	RGCOG: Solid Waste	02-08-G08	Household Hazardous Waste Collection	\$18,000.00	-0-		\$18,000.00
2002	RGCOG	02-08-G09	Community CleanUp Activities and Equipment Purchase (Amendment)	\$7,785.00 \$29,350.00	-0-		\$7,785.00 \$29,350.00
2000	TIF	QE-2000-LTA4S-4275	Library: Internet Connectivity	\$26,063.00	\$612.00		\$26,675.00
2000	Foundation	Awarded	Library: Tocker Foundation: Library Automation	\$13,311.00	-0-		\$13,311.00
2000	Foundation	Awarded	Library: Bill & Melinda Gates Foundation: Technology Grant	\$7,754.00	0		\$7,754.00
1998	TNRCC: Solid Waste	Awarded	RGCOG: Recycling Activities	\$10,150.00	\$2,400.00		\$12,550.00
1998	TIF	QE-1998-IC2S-1826	Library: Internet Connectivity	\$10,000.00	\$1,000.00		\$11,000.00
1996	TPWD	-	Community Outdoor Outreach Program: Recreation Activities	\$20,000.00	\$10,000.00		\$30,000.00
1996	TNRCC: Solid Waste	96-08-G10	RGCOG: Enforcement Activities	\$20,000.00	\$3,990.00		\$23,990.00
1996	TNRCC: Solid Waste	96-08-G02	RGCOG: Recycling and Waste Minimization Activities	\$15,900.00	\$6,500.00		\$22,400.00
1995	TXDOT Enhancement	ISTEA	Broadway Beautification Project Okay D. Lucas Park	\$200,000.00	\$50,000.00		\$250,000.00
1995	TXDOT Section 5310	-	Elderly and Disabled Transportation Program: Van Acquisition w/ wheel chair lift (9 passenger) RECEIVED 4-30-98	\$29,400.00	\$7,350.00		\$36,750.00
1995	TNRCC:	-	RGCOG: Recycling Project: Forklift: Baler, Site Improvements	\$15,400.00	-0-		\$15,400.00

Year	Program	Contract #	Project	Grant Amount	Local Match	Total Project
1993	Solid Waste	-	Library Services Construction Act: Library Facility	\$67,422.00	\$45,225.00	\$168,612.00
1993	Title II LSCA	-	Meadows Foundation: Library Construction and Furnishings	\$55,965.00		
1994	Foundation	-	J.Frank Dobie: Books	\$4770.00	-0-	\$4,770.00
1988	Title III	-	RGCOG Area Agency on Aging: Van Acquisition	\$13,400.00	\$4,400.00	\$17,800.00

### Community Grants (Van Horn, Presidio, Wink and Socorro)

Year	Program	Contract #	Project	Grant Amount	Local Match	Total Project
1995 (County)	CDBG	Completed	Senior Center	\$250,000.00	-0-	\$250,000.00
1998 (County)	CDBG	Completed	Fire Truck and Day Care Center	\$313,600.00	-0-	\$313,600.00
1999 (County)	HOME	Completed	Housing Rehabilitation: Rehabilitation of 5+ owner-occupied units	\$240,000.00	-0-	240,000.00
2000 (County)	CDBG	720181	Fire Truck Appurtenances; Completion of Day Care Center; Ambulance; Streets in Ranch Estates Subdivision; Renovations to Homeless Shelter	\$297,200.00	\$10,500.00	\$307,500.00
1999 (County)	Foundation	Awarded 9-99: Completed	Meadows Foundation: Fire Truck (portion of cost)	\$55,000.00	CDBG Grant	\$55,000.00
1999 (VH/VPD)	State	Awarded 11-99 Completed	Texas Commission on Fire Protection: Fire Truck Equipment	\$8,400.00	-0-	\$8400.00
2000 (Hospital)	Foundation	Awarded 7-00: Completed	Abell-Hanger Foundation: Portion of Ambulance Cost	\$45,000.00	-0-	\$45,000.00
2000 (Day Care)	Foundation	Awarded 6-00 Completed	Abell-Hanger Foundation: Day Care Center Tuition Assistance and Supplies/Equipment	\$7,500.00	-0-	\$7,500.00
2000 (County)	TMRCC: Solid Waste	01-08-G02 Completed	RGCOG: Recycling Activities Joint project with Town of Van Horn	\$28,000.00	-0-	\$28,000.00
2002 (County)	CDBG	722161 Completed	Community Center Parks/Playground Renovation	\$300,000.00	-0-	\$300,000.00
2000 (Day Care)	Foundations	Completed	For All Kids Foundation: Day Care	\$12,200.00	-0-	\$12,200.00
2000 (4-H)	TPWD	Completed	Culberson Co 4-H: Community Outdoor Recreation Program	\$21,372.00	\$16,705.00	\$38,077.00

2002 County)	HOME	531094 Completed	Housing Rehabilitation: Reconstruction and Rehabilitation of 3 owner occupied units		16,500.00	
2003 (CHD)	ORCA	Awarded 4-03 Completed	Hospital Improvements :Life-Safety Code	50,000.00	5,550.00	55,550.00
2003 County)	HOME	1000100 Completed	Housing Rehabilitation: Rehabilitation/ Reconstruction of 5 owner-occupied units (Special Needs)	\$286,000.00	\$27,500.00	\$313,500.00
2003 County)	HOME	1000188 Completed	Housing Rehabilitation: Rehabilitation/ Reconstruction of 4 owner-occupied units	\$243,000.00	\$22,550.00	\$265,550.00
2004 County)	CDBG	724199 Completed	Youth Activity Center: Phase I	\$263,000.00	-0-	263,000.00
2004 County)	RGCOG: Solid Waste	Completed	Recycling Activities: Skid Steer Loader and Attachments	\$29,350.00	-0-	\$29,350.00
2005 County)	RGCOG: Solid Waste	Completed	Recycling Activities: Trailer, Pickup, Storage Facility (Need amended amounts)	\$5,353.00	-0-	\$5,353.00
2004 County)	TXDOT Border Colonia Access	Completed	Street Improvements	\$254,000.00	\$50,000.00	\$304,000.00
2005 BGRWTT)	OJP (BGCA)	12228, 12229, 12230	Boys and Girls Clubs Start Up Grant (Van Horn, Marfa and Presidio Units)	\$120,000.00	-0-	\$120,000.00
2006 BGRWTT)	CJD: Safe and Drug Free Communities and Schools	Completed	Boys and Girls Clubs of Rural West Texas	\$99,125.00	-0-	\$99,125.00
2006 County)	CDBG	726159 Completed	Youth Activity Center: Phase II	\$266,596.00	\$6,690.00	\$273,286.00
2008 County)	CDBG	728100 Completed	Youth Activity Center: Phase III	\$295,384.00	-0-	\$295,384.00
2007 (CHD)	ORCA	Completed	Generator	\$50,000.00	\$5,000.00	\$55,000.00
2008 County)	TXDOT Border Colonia Access	248BCF5002 Completed	Street Improvements	\$332,452.00	-0-	\$332,452.00
2009 County)	CDBG	729080 A and B Completed	Fire Station (ARRA Funding)	\$234,869.00 \$80,531.00	-0-	\$325,400.00
2010 County)	HOME	1001476 RSP 2010-0135 Completed	Housing Rehabilitation: Rehabilitation/ Reconstruction of 5 owner-occupied units Completed	\$451,974.54	-0-	\$451,974.54
2011 (CHD)	USDA-RD	Completed	Hospital Equipment	\$96,000.00	-0-	\$96,000.00
2011 (CHD)	ORCA	Completed	Hospital Construction/Equipment	\$50,000.00	-0-	\$50,000.00
2012 Daycare)	UPRR	Completed	Baby Cribs and Operations	\$2,500.00	-0-	\$2,500.00
2013 (CHD)	TDA	Completed	Hospital Improvements (Billing Software)	\$50,000.00	-0-	\$50,000.00



## Rio Grande Council of Governments (Project Administration)

Year	Program	Contract #	Project	Grant Amount	Local Match	Total Project
2022 (Presidio County)	CDBG	CFF22-0203	Colonia Planning Grant	\$620,000.00	-0-	\$620,000.00
2023 (Dell City)	CDBG	CDV23-0399	Water Improvements	\$500,000.00	-0-	\$500,000.00
2023 (EPCWID#4)	EDA	08-79-05646	Veteran's Park (Tourism Funds)	\$900,000.00	\$233,298.00	\$1,133,298.09

fed 02-2024

**Grant Total \$17,283,568.88**



7



## Exclusion Search Results 0 Total Results

**Filter by:**

Entity Name	Status	Excluded Individual
"Marbek Services LLC"	Active	Rebecca L Brewster,

# MARBEEK SERVICES LLC

Unique Entity ID <b>FMJ1GCJL34A5</b>	CAGE / NCAGE <b>86JD5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jul 14, 2025</b>	
Physical Address <b>301 Crockett ST Van Horn, Texas 79855-2182 United States</b>	Mailing Address <b>PO Box 1148 Van Horn, Texas 79855-1148 United States</b>	

## Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District <b>Texas 23</b>	State / Country of Incorporation <b>Texas / United States</b>	URL (blank)

## Registration Dates

Activation Date <b>Jul 16, 2024</b>	Submission Date <b>Jul 14, 2024</b>	Initial Registration Date <b>Oct 7, 2018</b>
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## Entity Dates

Entity Start Date <b>Aug 31, 2018</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

## Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?  
**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  
**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?  
**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?  
**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?  
**Not Selected**

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- g. Discussion / action to approve Interlocal Agreement for the Joint Election between the City of Presidio and Presidio Independent School District.**

**STATE OF TEXAS           §**  
**§       Interlocal Agreement for Joint Election**  
**COUNTY OF PRESIDIO §**

This Agreement is entered into by and between the City of Presidio (“City”), a Texas city situated in Presidio County, Texas, and Presidio Independent School District (“PISD”), a Texas Independent School District situated in Presidio County, Texas, pursuant to the Interlocal Cooperation Act, Art. 791.001 *et seq.*, Texas Government Code, and Chapter 271 of the Texas Election Code.

**WITNESSETH**

**WHEREAS** the City and PISD desire to hold a joint election on May 3, 2025, pursuant to applicable legal provisions;

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

1.     ARTICLE I - PURPOSE. The purpose of this Agreement is to allow the City and PISD to hold a joint election on May 3, 2025, pursuant to Chapter 271 of the Texas Election Code, and to share a common polling place that serves the voters of both jurisdictions. This Agreement shall also apply to a runoff or tie-breaking election, if both parties conduct runoff or tie-breaking elections following the May 3, 2025 election.

2.     ARTICLE II - TERM. The term of this Agreement is to commence upon final execution of the Agreement and to end on July 31, 2025.

3.     ARTICLE III - LOCATION OF COMMON POLLING PLACE. The voters of both jurisdictions may be served in this joint election by a common polling place located at the Presidio Activity Center, 1200 E. O’Reilly St., Presidio, Texas 79845, inasmuch as the parties hereto have determined that the location of such polling place will adequately and conveniently

serve the affected voters, and will facilitate the orderly conduct of the election, pursuant to Section 271.003 of the Texas Election Code.

4. ARTICLE IV - ALLOCATION OF EXPENSES. The City and PISD each agree to pay 50% of the out-of-pocket costs incurred in conducting this joint election, from current revenues available to the paying party, pursuant to Section 271.004 of the Texas Election Code. If either party cancels an election, then its share of the costs shall be adjusted accordingly.

5. ARTICLE V - EARLY VOTING. The parties hereto agree to conduct their early voting jointly, pursuant to Section 271.006 of the Texas Election Code.

6. ARTICLE VI – BALLOTS. Although the election will be conducted jointly, each party shall prepare its own ballots and a separate ballot and voting station within the common polling place will be utilized for each of the two elections being conducted.

7. ARTICLE VII – ELECTION PERSONNEL. The parties agree to utilize the same election personnel. Mrs. Viviana Cataño will serve as Election Judge, and Mrs. Zulma Chavez will serve as Election Clerk. Mrs. Cataño is authorized to arrange for additional personnel as needed and in compliance with legal requirements. Mrs. Cataño will be in charge of the primary key for the ballot box. Said election personnel will be responsible for the handling and disposition of voted ballots, tabulate unofficial returns, and assist in preparing the tabulation for the official canvass to be conducted by the governing body of each respective party hereto.

8. ARTICLE VIII - AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. ARTICLE IX - LEGAL CONSTRUCTIONS. The parties intend to conduct the joint election in compliance with all applicable legal requirements. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any

respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. ARTICLE VIII- ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

[Signatures on next page]

EXECUTED EFFECTIVE THIS 4th day of March 2025.

CITY OF PRESIDIO

By: \_\_\_\_\_  
John Ferguson, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Lee Acuña, City Secretary

PRESIDIO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Iris Galindo, President, Board of Trustees

ATTEST:

\_\_\_\_\_  
Perla Natividad, Secretary, Board of Trustees

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- h. Discussion / action to approve the Resignation Letter of Dr. Ivan Bacerra and possibly approving the agreement for the Medical Director Services between the City of Presidio and Texas Tech University Health Services Center in El Paso.**



Ivan Becerra  
P.O. Box 7948  
Midland, TX 79707  
[Docibecerra@gmail.com](mailto:Docibecerra@gmail.com)  
(512) 775-6114

February 26, 2025

To Whom It May Concern;

I am writing to formally resign from my position as Medical Director for the City of Presidio Emergency Medical and Community Paramedicine Services, effective March 31, 2025.

After much consideration, I have decided to relocate to San Antonio, and I feel that this move will prevent me from providing the level of care and attention to the Services that the role truly deserves. It has been a privilege to work alongside such a dedicated team, and I am incredibly proud of the strides we have made in providing exceptional care to the community.

I am deeply grateful for the support, trust, and collaboration I've experienced during my tenure here, and I will always hold the City of Presidio EMS/Paramedicine and its team in the highest regard. I am committed to ensuring a smooth transition and am happy to assist in any way I can during this period.

Thank you again for the opportunity to serve in this capacity. I wish you, the team, and the community continued success in the future.

Sincerely,

A handwritten signature in black ink that reads "Ivan Becerra, MD". The signature is written in a cursive style with a large initial 'I'.

Ivan Becerra, MD  
Medical Director  
City of Presidio Emergency Medical Services/Community Paramedicine

:

## MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (“Agreement”) is made and entered into by and between Texas Tech University Health Sciences Center at El Paso, a public institution of higher education located in the State of Texas (“University”), on behalf of its Paul L. Foster School of Medicine, Department of Emergency Medicine, El Paso campus and City of Presidio EMS (“EMS”). University and City of Presidio EMS may be referred to herein individually each as a “Party” or collectively as the “Parties.”

### Background

- City of Presidio EMS operates a currently licensed and accredited Emergency Medical Services department at 507 W. O'Reilly Street, P.O. Box 1899, Presidio, Texas 79845 and requires the services of a physician to serve in the capacity of Medical Director.
- University employs physician, Patrick Popieluszko, M.D. (“Physician”) who specializes in Emergency Medicine and who is qualified to provide Medical Director services.
- City of Presidio EMS desires to engage the professional services of University’s Physician for the purpose of serving as Medical Director at City of Presidio EMS and such services are reasonable and necessary in support of City of Presidio EMS’s operations.

### Agreement

Now therefore, for the consideration herein expressed, University and City of Presidio EMS hereby agree as follows.

### Article I Responsibilities of University

- 1.1 **Responsibilities of University.** University agrees its Physician, as Medical Director, shall be responsible for the following administrative services:
- 1.1.1 Oversight of the medical component of City of Presidio EMS’s medical care program, to include providing input for determining appropriate outcomes for care and evaluating and improving services and sharing medical expertise in reviewing and updating protocols and practice policies.
  - 1.1.2 Attending City of Presidio EMS Interdisciplinary Team meetings, and if unable to attend, contact coordinator prior to scheduled meetings so alternative arrangements can be made.
  - 1.1.3 Provide resources for education and program development.
  - 1.1.4 Act as a liaison to the community and medical professionals, but not participate in marketing efforts for City of Presidio EMS.
  - 1.1.5 Participate in development of policies and decisions relating to ethical issues.
  - 1.1.6 Consult with administration in developing mission and goals and policies of City of Presidio EMS.
  - 1.1.7 Cooperate with City of Presidio EMS in dealing with regulatory agencies related to any clinical practices.
  - 1.1.8 Participate in City of Presidio EMS’s quality assurance and risk management programs.
  - 1.1.9 Adhere to City of Presidio EMS’s policies as may be applicable.
- 1.2 University agrees it shall require its Physician to maintain a log of time spent with a description of the activities for each time period.
- 1.3 Both Parties acknowledge that Physician is providing Medical Director Services as part of City of Presidio EMS’s workforce, as the term is defined under HIPAA, and is subject to confidentiality obligations applicable to City of Presidio EMS’s employees and other persons under its control

- 1.4 Notwithstanding other language in the Agreement, the Parties confirm that duties provided as Medical Director under this Agreement do **not** include providing direct patient care. If patient care is to be provided, it will be the subject of a separate agreement for physician services. City of Presidio EMS shall have no claim under this Agreement to any patient revenues of Physician.
- 1.5 If Physician is unable to perform the duties of Medical Director due to illness or absence, University shall designate another faculty physician to cover during the absence. Should Physician become unwilling or unable to continue service as Medical Director, City of Presidio EMS and University will negotiate a replacement or this Agreement may be terminated in accordance with Article 4.

**Article 2**  
**Responsibilities of City of Presidio EMS**

- 2.1 **Responsibilities of City of Presidio EMS.** City of Presidio EMS agrees it shall:
  - 2.1.1 Provide evidence of current accreditation or licensure prior to services being rendered under this Agreement, and notify University immediately of any change in this status.
  - 2.1.2 Provide and maintain appropriate and necessary supplies and equipment which meet the current standard of care and are in compliance with all federal and state laws and regulations and policies and requirements of the City of Presidio EMS's accrediting organizations, to include the Joint Commission, if applicable, and support staff who hold current licenses or certifications and have professional liability insurance coverage, evidence of which shall be provided upon request.
  - 2.1.3 Provide access to the complete medical records of all patients to whom health care is, or has been, provided in whole or in part, by any University physician or other University health care provider. Access to or copies of such records shall be made available to University upon request within a reasonable period of time, not to exceed forty-eight (48) hours from the time of the request. This obligation shall survive the termination of this agreement.
  - 2.1.4 City of Presidio EMS acknowledges that each party is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. City of Presidio EMS compliance officer will oversee all compliance requirements for City of Presidio EMS related activities.
  - 2.1.5 City of Presidio EMS represents and warrants that it or its employees or agents not listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federally funded programs, and will notify University immediately of any change in this status.

**Article 3**  
**Compensation**

- 3.1 The services provided under this Medical Director Services Agreement will be at no cost to the City of Presidio EMS. This agreement is being supported by funding from the Big Bend Regional Hospital District's USDA emergency rural healthcare grant (contract #11380).
- 3.2 The Parties agree that no third party will be billed for the medical director administrative services provided by University's physician under this Agreement.
- 3.3 Each party represents and warrants on behalf of itself, that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefits given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation, or referral of any patient, directly or indirectly, to the other Party.

**Article 4  
Term and Termination**

- 4.1 The term of this Agreement shall commence on April 1, 2025, and continue in full force and effect through March 31, 2026.
- 4.2 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice. This Agreement may be terminated immediately by University upon written notice to City of Presidio EMS for nonpayment.
- 4.3 Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- 4.4 “Placement” and “placed” are hereby defined as either the hiring of an individual Provider to become an employee of University, or the execution of an employment agreement between an individual Provider and University, or the execution of an agreement between an individual Provider and University such that the individual Provider will provide that individual’s professional services to University as an independent contractor.
- 4.5 “Event of Force Majeure” means an event beyond the control of City of Presidio EMS or University which prevents or makes a Party’s compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 4.6 Notwithstanding anything else in this Agreement to the contrary, if either Party terminates this Agreement during the initial twelve (12) months of the Agreement for any reason, the Parties agree that they shall not enter into an agreement with each other for the same or substantially the same services during the initial twelve (12) months of this Agreement.
- 4.7 In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, University shall submit University’s termination statement for Services rendered to the date of termination, and City of Presidio EMS shall pay University for such Services within thirty (30) days of receipt of University’s termination statement.
- 4.8 The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

**Article 5  
Insurance and Indemnification**

- 5.1 The Texas Tech University System maintains a Medical Liability Self-Insurance Plan that provides medical malpractice liability insurance to its employed physicians in amounts of \$400,000 per claim/\$1.2 million annual aggregate, unless lower liability limits are set by law, in which case the lower liability limits set by law shall apply.
- 5.2 University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.
- 5.3 City of Presidio EMS shall obtain and maintain the minimum insurance coverages required by the Texas Tech University System Office of Risk Management and set forth at <http://www.texastech.edu/offices/risk->

management/Vendor%20Agreement%20Guides\_TTUS%20ORM.PDF, which are incorporated into this Agreement as if expressly stated herein.

- 5.4 City of Presidio EMS agrees to indemnify, defend, and hold harmless University, the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any act or omission of City of Presidio EMS in the performance or failure to perform within this Agreement, including but not limited to the negligent acts or omission of any affiliates or any direct or indirect employees of City of Presidio EMS or affiliates. The indemnification obligations set forth in this Agreement will survive termination or expiration of this Agreement.

#### **Article 6 Licensure**

- 6.1 University represents and warrants that University or its employees and agents providing Medical Director services: (i) hold and maintain unrestricted, independent, active licenses to practice in Texas, if applicable; (ii) hold and maintain unrestricted Medicare and Medicaid provider numbers, if applicable; (iii) are credentialed without restriction or limitation on the University medical staff in their applicable specialty; (iv) never have had any privileges or license to practice suspended, revoked, or terminated; (v) never have been convicted of a felony, health care related crime, or of any other crime involving moral turpitude or immoral conduct or been sanctioned by any state or federal governmental authority for civil or criminal health care related misconduct; and (vi) have a current narcotics license and registration number issued by the appropriate governmental agency, if applicable. University shall notify City of Presidio EMS immediately if it becomes aware of any circumstances which will change the representations in this section.

#### **Article 7 Compliance**

- 7.1 The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the federal physician anti-referral law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Occupations Code patient non-solicitation law.
- 7.2 The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

#### **Article 8 Audit**

- 8.1 At any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University, and/or other federal, state, and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit City of Presidio EMS's records and books that relate only to this Agreement. In the event such an audit by University reveals any errors/underpayments to University, City of Presidio EMS shall pay University the full amount of such underpayments within thirty (30) days of such audit findings. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at City of Presidio EMS's expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.

#### **Article 9 Access to Books and Records**

- 9.1 The Parties agree that until the expiration of four years after the furnishing of services under this Agreement, the Parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary") and the United States Comptroller General, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.

- 9.2 If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve month period with another individual or entity, the subcontract will also contain a clause requiring the individual or entity to make available, upon written request of the Secretary, the United States Comptroller General, and its duly authorized representatives, the subcontract and books, documents, and records necessary to verify the nature and extent of the costs of the services provided under this Agreement. (42 USC 1395x(v)(1)(I) and 42 CFR 420.302.)

### Article 10 General Provisions

- 10.1 **Independent Contractor.** City of Presidio EMS agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. City of Presidio EMS is responsible for conduct of business operation, including employee salaries, travel, etc.
- 10.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail; (ii) if sent by overnight courier, one (1) business day after delivery to the courier; and (iii) if sent by email, when received:

City of Presidio EMS  
Attention: Pablo Rodriguez  
Title: City Administrator  
Address: 507 W. O'Reilly Street, P.O. Box 1899  
Presidio, Texas, 79845  
Email Address: prodriguez@presidiotx.us

University  
Department of Emergency Medicine  
Edward Michelson, M.D., Professor and Chair  
130 Rick Francis MSC 51014  
El Paso TX 79905  
Email Address: Edward.Michelson@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above but shall be effective only upon actual receipt.

- 10.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.
- 10.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.
- 10.5 **Employment Certification.** Pursuant to Texas Government Code § 669.003, City of Presidio EMS certifies that it does not employ, or has disclosed its employment of, any former executive head of a Texas State agency or entity.
- 10.6 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, City of Presidio EMS certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.
- 10.7 **Payment of Debt or Delinquency to the State.** Pursuant to Texas Government Code §§ 2107.008 and 2252.903, City of Presidio EMS agrees that any payments owing to City of Presidio EMS under the Agreement may be applied directly toward any debt or delinquency that City of Presidio EMS owes the State of Texas or any agency thereof, regardless of when it arises, until such debt or delinquency is paid in full.
- 10.8 **Texas Family Code Child Support Certification.** Pursuant to Texas Family Code § 231.006, City of Presidio EMS certifies that it is not ineligible to receive the award of the Agreement or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- 10.9 **Publicity and Marks.** City of Presidio EMS agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use University's name or protected marks without University's prior written approval.
- 10.10 **Venue; Governing Law.** The county in which University's main campus is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed,

interpreted, and governed by the laws of the State of Texas.

- 10.11 **Breach of Contract Claims.** The dispute resolution process provided for in Texas Government Code, Chapter 2260 (“Chapter 2260”) and the related rules adopted by the AG pursuant to Chapter 2260 will be used by City of Presidio EMS to attempt to resolve any claim for breach of contract made by City of Presidio EMS that cannot be resolved in the ordinary course of business. Chapter 2260 requires City of Presidio EMS to first provide written notice of a claim and negotiate with University before proceeding to the contested case process. University will examine City of Presidio EMS’s claim and any counterclaim and negotiate with City of Presidio EMS in an effort to resolve such claims. Governed by rules adopted by the AG, the contested case process is City of Presidio EMS’s sole and exclusive method to seek a remedy for breach unless, after considering the Administrative Law Judge’s report, the Legislature gives consent for City of Presidio EMS to sue under Texas Civil Practice and Remedies Code Chapter 107. The Parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action, or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University or the State’s sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts. Any term or provision in the Contractor Terms indicating agreement to arbitration, other alternative dispute resolution, or litigation options in the event of a dispute between the Parties is expressly rejected and is null and void. Notwithstanding any other provision of the Agreement to the contrary, unless otherwise requested or approved in writing by University, City of Presidio EMS will continue performance and will not be excused from performance during the period any breach of agreement claim or dispute is pending under the above processes; however, City of Presidio EMS may suspend performance during the pendency of such claim or dispute if City of Presidio EMS has complied with all provisions of Texas Government Code § 2251.051, and such suspension of performance is expressly applicable and authorized under that law.
- 10.12 **Contractor Certification.** City of Presidio EMS certifies this Agreement is not prohibited under Texas Government Code § 2261.252(b) and agrees that if City of Presidio EMS’s certification is or becomes untrue, this Agreement is void, and City of Presidio EMS will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
- 10.13 **No Boycott.** If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if City of Presidio EMS is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2270.002, City of Presidio EMS affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code § 808.001.
- 10.14 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 10.15 **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of the City of Presidio EMS, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- 10.16 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 10.17 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
- 10.18 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

University Agreement # \_\_\_\_\_

**Texas Tech University  
Health Sciences Center at El Paso:**

\_\_\_\_\_  
Richard A. Lange, M.D., M.B.A.  
President

\_\_\_\_\_  
Date

**City of Presidio EMS:**

\_\_\_\_\_  
John Ferguson  
Mayor

\_\_\_\_\_  
Date



**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- i. Discussion / action regarding a proposed amendment to USDA Subaward agreement between the City of Presidio and Big Bend Regional Hospital District.

**LINE ITEM 6**

**CITY OF PRESIDIO BUSINESS  
(NEW/OLD)**

- j. Discussion / action to allow the Big Bend Hospital District to place a temporary building on their newly purchased land from the City of Presidio while a permanent building is being constructed on the site.

## LINE ITEM 6

### CITY OF PRESIDIO BUSINESS (NEW/OLD)

- k. Discussion / action on the City of Presidio Administrator contract & evaluation.
  1. Adjourn into executive session as Authorized by the Texas Government Code including, but not limited to section 551.074 (Personnel Matters), regarding agenda item 6k.
  2. Reconvene into open session and take such action as appropriate.

## MEDICAL DIRECTOR SERVICES AGREEMENT

This Medical Director Services Agreement (“Agreement”) is made and entered into by and between Texas Tech University Health Sciences Center at El Paso, a public institution of higher education located in the State of Texas (“University”), on behalf of its Paul L. Foster School of Medicine, Department of Emergency Medicine, El Paso campus and City of Presidio EMS (“EMS”). University and City of Presidio EMS may be referred to herein individually each as a “Party” or collectively as the “Parties.”

### Background

- City of Presidio EMS operates a currently licensed and accredited Emergency Medical Services department at 507 W. O’Reilly Street, P.O. Box 1899, Presidio, Texas 79845 and requires the services of a physician to serve in the capacity of Medical Director.
- University employs physician, Patrick Popieluszko, M.D. (“Physician”) who specializes in Emergency Medicine and who is qualified to provide Medical Director services.
- City of Presidio EMS desires to engage the professional services of University’s Physician for the purpose of serving as Medical Director at City of Presidio EMS and such services are reasonable and necessary in support of City of Presidio EMS’s operations.

### Agreement

Now therefore, for the consideration herein expressed, University and City of Presidio EMS hereby agree as follows.

### Article 1 Responsibilities of University

- 1.1 **Responsibilities of University.** University agrees its Physician, as Medical Director, shall be responsible for the following administrative services:
- 1.1.1 Oversight of the medical component of City of Presidio EMS’s medical care program, to include providing input for determining appropriate outcomes for care and evaluating and improving services and sharing medical expertise in reviewing and updating protocols and practice policies.
  - 1.1.2 Attending City of Presidio EMS Interdisciplinary Team meetings, and if unable to attend, contact coordinator prior to scheduled meetings so alternative arrangements can be made.
  - 1.1.3 Provide resources for education and program development.
  - 1.1.4 Act as a liaison to the community and medical professionals, but not participate in marketing efforts for City of Presidio EMS.
  - 1.1.5 Participate in development of policies and decisions relating to ethical issues.
  - 1.1.6 Consult with administration in developing mission and goals and policies of City of Presidio EMS.
  - 1.1.7 Cooperate with City of Presidio EMS in dealing with regulatory agencies related to any clinical practices.
  - 1.1.8 Participate in City of Presidio EMS’s quality assurance and risk management programs.
  - 1.1.9 Adhere to City of Presidio EMS’s policies as may be applicable.
- 1.2 University agrees it shall require its Physician to maintain a log of time spent with a description of the activities for each time period.
- 1.3 Both Parties acknowledge that Physician is providing Medical Director Services as part of City of Presidio EMS’s workforce, as the term is defined under HIPAA, and is subject to confidentiality obligations applicable to City of Presidio EMS’s employees and other persons under its control

- 1.4 Notwithstanding other language in the Agreement, the Parties confirm that duties provided as Medical Director under this Agreement do **not** include providing direct patient care. If patient care is to be provided, it will be the subject of a separate agreement for physician services. City of Presidio EMS shall have no claim under this Agreement to any patient revenues of Physician.
- 1.5 If Physician is unable to perform the duties of Medical Director due to illness or absence, University shall designate another faculty physician to cover during the absence. Should Physician become unwilling or unable to continue service as Medical Director, City of Presidio EMS and University will negotiate a replacement or this Agreement may be terminated in accordance with Article 4.

**Article 2**  
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- 2.1 **Responsibilities of City of Presidio EMS.** City of Presidio EMS agrees it shall:
  - 2.1.1 Provide evidence of current accreditation or licensure prior to services being rendered under this Agreement, and notify University immediately of any change in this status.
  - 2.1.2 Provide and maintain appropriate and necessary supplies and equipment which meet the current standard of care and are in compliance with all federal and state laws and regulations and policies and requirements of the City of Presidio EMS's accrediting organizations, to include the Joint Commission, if applicable, and support staff who hold current licenses or certifications and have professional liability insurance coverage, evidence of which shall be provided upon request.
  - 2.1.3 Provide access to the complete medical records of all patients to whom health care is, or has been, provided in whole or in part, by any University physician or other University health care provider. Access to or copies of such records shall be made available to University upon request within a reasonable period of time, not to exceed forty-eight (48) hours from the time of the request. This obligation shall survive the termination of this agreement.
  - 2.1.4 City of Presidio EMS acknowledges that each party is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law. City of Presidio EMS compliance officer will oversee all compliance requirements for City of Presidio EMS related activities.
  - 2.1.5 City of Presidio EMS represents and warrants that it or its employees or agents not listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federally funded programs, and will notify University immediately of any change in this status.

**Article 3**  
**Compensation**

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- 3.2 The Parties agree that no third party will be billed for the medical director administrative services provided by University's physician under this Agreement.
- 3.3 Each party represents and warrants on behalf of itself, that all decisions regarding the medical care of patients shall be based solely upon the professional medical judgment of a patient's attending physician(s) and shall be made in the best interests of patients, that the aggregate benefit given or received under this Agreement, whether in cash or in kind, has been determined in advance through a process of arms-length negotiations that were intended to achieve an exchange of goods and/or services consistent with fair market value in the circumstances, and that any benefits given or received under this Agreement is not intended to induce, does not require, and is not contingent upon, the admission, recommendation, or referral of any patient, directly or indirectly, to the other Party.

**Article 4  
Term and Termination**

- 4.1 The term of this Agreement shall commence on April 1, 2025, and continue in full force and effect through March 31, 2026.
- 4.2 Either Party may terminate this Agreement at any time, with or without cause, by giving the other Party thirty (30) days written notice. This Agreement may be terminated immediately by University upon written notice to City of Presidio EMS for nonpayment.
- 4.3 Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default of this Agreement, if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency laws, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.
- 4.4 “Placement” and “placed” are hereby defined as either the hiring of an individual Provider to become an employee of University, or the execution of an employment agreement between an individual Provider and University, or the execution of an agreement between an individual Provider and University such that the individual Provider will provide that individual’s professional services to University as an independent contractor.
- 4.5 “Event of Force Majeure” means an event beyond the control of City of Presidio EMS or University which prevents or makes a Party’s compliance with any of its obligations under this Agreement illegal or impracticable, including but not limited to: act of God (including, without limitation, fire, explosion, earthquake, tornado, drought, and flood); war, act or threats of terrorism, hostilities (whether or not war be declared), invasion, act of enemies, mobilization, requisition, or embargo; rebellion, insurrection, military or usurped power, or civil war; contamination or destruction from any nuclear, chemical, or biological event; riot, commotion, strikes, go slows, lock outs, or disorder; epidemic, pandemic, viral outbreak, or health crisis; or directive of governmental authority. No Party will be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented or made illegal or impracticable by an Event of Force Majeure that arises during the term (or after execution of the Agreement but prior to the beginning of the term). A Party asserting an Event of Force Majeure hereunder (“Affected Party”) will give reasonable notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, Affected Party. In the event of an Event of Force Majeure, Affected Party will endeavor to continue to perform its obligations under the Agreement only so far as reasonably practicable.
- 4.6 Notwithstanding anything else in this Agreement to the contrary, if either Party terminates this Agreement during the initial twelve (12) months of the Agreement for any reason, the Parties agree that they shall not enter into an agreement with each other for the same or substantially the same services during the initial twelve (12) months of this Agreement.
- 4.7 In the event this Agreement is terminated in accordance with this Article, then within thirty (30) days after the effective date of such termination, University shall submit University’s termination statement for Services rendered to the date of termination, and City of Presidio EMS shall pay University for such Services within thirty (30) days of receipt of University’s termination statement.
- 4.8 The termination or expiration of this Agreement shall not relieve either Party of any obligation pursuant to this Agreement which arose on or before the date of termination.

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Insurance and Indemnification**

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- 5.2 University state employees are subject to Texas Civil Practice and Remedies Code, Chapter 104, State Liability for Conduct of Public Servants, under which state employees acting and the course and scope of their employment are entitled to protection from the state with limits as set forth in §104.003.
- 5.3 City of Presidio EMS shall obtain and maintain the minimum insurance coverages required by the Texas Tech University System Office of Risk Management and set forth at <http://www.texastech.edu/offices/risk->

management/Vendor%20Agreement%20Guides\_TTUS%20ORM.PDF, which are incorporated into this Agreement as if expressly stated herein.

- 5.4 City of Presidio EMS agrees to indemnify, defend, and hold harmless University, the Texas Tech University System, and their respective affiliated enterprises, regents, attorneys, employees, representatives, and agents, against any and all liability, claims, suits, losses, costs, and legal fees caused by, arising out of, or resulting from any act or omission of City of Presidio EMS in the performance or failure to perform within this Agreement, including but not limited to the negligent acts or omission of any affiliates or any direct or indirect employees of City of Presidio EMS or affiliates. The indemnification obligations set forth in this Agreement will survive termination or expiration of this Agreement.

#### **Article 6 Licensure**

- 6.1 University represents and warrants that University or its employees and agents providing Medical Director services: (i) hold and maintain unrestricted, independent, active licenses to practice in Texas, if applicable; (ii) hold and maintain unrestricted Medicare and Medicaid provider numbers, if applicable; (iii) are credentialed without restriction or limitation on the University medical staff in their applicable specialty; (iv) never have had any privileges or license to practice suspended, revoked, or terminated; (v) never have been convicted of a felony, health care related crime, or of any other crime involving moral turpitude or immoral conduct or been sanctioned by any state or federal governmental authority for civil or criminal health care related misconduct; and (vi) have a current narcotics license and registration number issued by the appropriate governmental agency, if applicable. University shall notify City of Presidio EMS immediately if it becomes aware of any circumstances which will change the representations in this section.

#### **Article 7 Compliance**

- 7.1 The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the federal physician anti-referral law, the Medicare and Medicaid Anti-Fraud and Abuse law, and the Texas Occupations Code patient non-solicitation law. Notwithstanding any unanticipated effect of any of the provisions herein, neither Party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid Anti-Fraud and Abuse law or Texas Occupations Code patient non-solicitation law.
- 7.2 The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records which are confidential and privileged by law. Each Party shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

#### **Article 8 Audit**

- 8.1 At any time during the term of this Agreement and for a period of four (4) years thereafter, the State of Texas, Texas Tech University System, University, and/or other federal, state, and local agencies which may have jurisdiction over this Agreement, at reasonable times and at its expense reserves the right to audit City of Presidio EMS's records and books that relate only to this Agreement. In the event such an audit by University reveals any errors/underpayments to University, City of Presidio EMS shall pay University the full amount of such underpayments within thirty (30) days of such audit findings. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at City of Presidio EMS's expense within two (2) weeks of written request. This Section shall survive termination of this Agreement.

#### **Article 9 Access to Books and Records**

- 9.1 The Parties agree that until the expiration of four years after the furnishing of services under this Agreement, the Parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary") and the United States Comptroller General, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services.

9.2 If a Party carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a twelve month period with another individual or entity, the subcontract will also contain a clause requiring the individual or entity to make available, upon written request of the Secretary, the United States Comptroller General, and its duly authorized representatives, the subcontract and books, documents, and records necessary to verify the nature and extent of the costs of the services provided under this Agreement. (42 USC 1395x(v)(1)(I) and 42 CFR 420.302.)

**Article 10  
General Provisions**

10.1 **Independent Contractor.** City of Presidio EMS agrees that it is an independent contractor and that this Agreement does not form a joint venture or partnership. University will not be responsible for the Federal Insurance Contribution Act (FICA) payments, federal or state unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will University furnish any medical or retirement benefits or any paid vacation or sick leave. City of Presidio EMS is responsible for conduct of business operation, including employee salaries, travel, etc.

10.2 **Notices.** All notices, consents, approvals, demands, requests, or other communications provided for or permitted to be given under any of the provisions of the Agreement shall be in writing and sent via registered or certified mail, overnight courier, or email, and notice will be deemed given (i) if mailed, when deposited, postage prepaid, in United States mail; (ii) if sent by overnight courier, one (1) business day after delivery to the courier; and (iii) if sent by email, when received:

City of Presidio EMS  
Attention: Pablo Rodriguez  
Title: City Administrator  
Address: 507 W. O'Reilly Street, P.O. Box 1899  
Presidio, Texas, 79845  
Email Address: prodriguez@presidiotx.us

University  
Department of Emergency Medicine  
Edward Michelson, M.D., Professor and Chair  
130 Rick Francis MSC 51014  
El Paso TX 79905  
Email Address: Edward.Michelson@ttuhsc.edu

Notice of a change in address of one of the Parties shall be given in writing to the other Party as provided above but shall be effective only upon actual receipt.

10.3 **Amendment.** This Agreement and each of its provisions shall be binding upon the Parties and may not be waived, modified, amended, or altered except by in writing signed by the Parties.

10.4 **Assignment.** Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

10.5 **Employment Certification.** Pursuant to Texas Government Code § 669.003, City of Presidio EMS certifies that it does not employ, or has disclosed its employment of, any former executive head of a Texas State agency or entity.

10.6 **Human Trafficking Certification.** Pursuant to Texas Government Code § 2155.0061, City of Presidio EMS certifies that the individual or business entity named in this Agreement is not ineligible to receive the Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

10.7 **Payment of Debt or Delinquency to the State.** Pursuant to Texas Government Code §§ 2107.008 and 2252.903, City of Presidio EMS agrees that any payments owing to City of Presidio EMS under the Agreement may be applied directly toward any debt or delinquency that City of Presidio EMS owes the State of Texas or any agency thereof, regardless of when it arises, until such debt or delinquency is paid in full.

10.8 **Texas Family Code Child Support Certification.** Pursuant to Texas Family Code § 231.006, City of Presidio EMS certifies that it is not ineligible to receive the award of the Agreement or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

10.9 **Publicity and Marks.** City of Presidio EMS agrees that it will not publicize this Agreement or disclose, confirm, or deny any details of this Agreement to third parties, or use University's name or protected marks without University's prior written approval.

10.10 **Venue; Governing Law.** The county in which University's main campus is located shall be the sole proper place of venue for any legal action or proceeding arising out of this Agreement or enforcement of any provision in this Agreement. This Agreement and all of the rights and obligations of the Parties and any claims arising from this Agreement will be construed,



interpreted, and governed by the laws of the State of Texas.

- 10.11 **Breach of Contract Claims.** The dispute resolution process provided for in Texas Government Code, Chapter 2260 (“Chapter 2260”) and the related rules adopted by the AG pursuant to Chapter 2260 will be used by City of Presidio EMS to attempt to resolve any claim for breach of contract made by City of Presidio EMS that cannot be resolved in the ordinary course of business. Chapter 2260 requires City of Presidio EMS to first provide written notice of a claim and negotiate with University before proceeding to the contested case process. University will examine City of Presidio EMS’s claim and any counterclaim and negotiate with City of Presidio EMS in an effort to resolve such claims. Governed by rules adopted by the AG, the contested case process is City of Presidio EMS’s sole and exclusive method to seek a remedy for breach unless, after considering the Administrative Law Judge’s report, the Legislature gives consent for City of Presidio EMS to sue under Texas Civil Practice and Remedies Code Chapter 107. The Parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action, or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University or the State’s sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts. Any term or provision in the Contractor Terms indicating agreement to arbitration, other alternative dispute resolution, or litigation options in the event of a dispute between the Parties is expressly rejected and is null and void. Notwithstanding any other provision of the Agreement to the contrary, unless otherwise requested or approved in writing by University, City of Presidio EMS will continue performance and will not be excused from performance during the period any breach of agreement claim or dispute is pending under the above processes; however, City of Presidio EMS may suspend performance during the pendency of such claim or dispute if City of Presidio EMS has complied with all provisions of Texas Government Code § 2251.051, and such suspension of performance is expressly applicable and authorized under that law.
- 10.12 **Contractor Certification.** City of Presidio EMS certifies this Agreement is not prohibited under Texas Government Code § 2261.252(b) and agrees that if City of Presidio EMS’s certification is or becomes untrue, this Agreement is void, and City of Presidio EMS will not seek and waives its right to seek any legal or equitable remedy for past or future performance under this Agreement, including damages, whether under breach of contract, unjust enrichment, or any other legal theory; specific performance; and injunctive relief.
- 10.13 **No Boycott.** If this Agreement has a value of \$100,000 or more that is to be paid wholly or partly from public funds of University, and if City of Presidio EMS is a company, other than a sole proprietorship, with ten (10) or more full-time employees, then pursuant to Texas Government Code § 2270.002, City of Presidio EMS affirmatively states that it does not boycott Israel and will not boycott Israel during the term of this Agreement. In this paragraph, the terms “company” and “boycott Israel” shall have the meanings described in Texas Government Code § 808.001.
- 10.14 **Severability.** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this Agreement and the application to other parties or circumstances will remain valid and in full force and effect.
- 10.15 **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, and permitted assigns. Nothing in this Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation, any patients of the City of Presidio EMS, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.
- 10.16 **Warranty of Authority.** The person(s) executing this Agreement on behalf of the Parties, or representing themselves as executing this Agreement on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.
- 10.17 **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein.
- 10.18 **E-Signatures.** This Agreement may be executed in two or more counterparts, each of which are deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, have the same effect as physical delivery of the paper document bearing the original signature.

University Agreement # \_\_\_\_\_

**Texas Tech University  
Health Sciences Center at El Paso:**

\_\_\_\_\_  
Richard A. Lange, M.D., M.B.A.  
President

\_\_\_\_\_  
Date

**City of Presidio EMS:**

\_\_\_\_\_  
John Ferguson  
Mayor

\_\_\_\_\_  
Date