South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, February 8, 2022 @ 5:30 p.m.

Agenda

"At anytime during the course of this meeting, the Board of Trustees may retire to Executive Session under Texas Government Code 551.071(2) to confer with its legal counsel on any subject matter on this agenda in which the duty of the attorney to the Board of Trustees under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at anytime during the course of this meeting, the Board of Trustees may retire to Executive Session to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more of the exceptions to the Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code."

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Approval of January 18, 2022 Finance, Audit, and Human Resources Committee Minutes

The Minutes for the Finance, Audit, and Human Resources Committee Meeting of January 18, 2022 are presented for Committee approval.

South Texas College
Board of Trustees
Finance, Audit, and Human Resources Committee
Ann Richards Administration Building Board Room
Pecan Campus, McAllen, Texas
Tuesday, January 18, 2022 @ 5:30 p.m.

Minutes

The Finance, Audit, and Human Resources Committee Meeting was held on Tuesday, January 18, 2022 in the Student Union Building at the Pecan Campus in McAllen, Texas. The meeting commenced at 5:55 p.m. with Mr. Rene Guajardo presiding.

Members present: Mr. Rene Guajardo, Dr. Alejo Salinas, Jr., and Mr. Paul R. Rodriguez

Other Trustees Present: Ms. Rose Benavidez, Mr. Gary Gurwitz, and Mr. Danny Guzman

Members absent: None

Also present: Dr. Ricardo J. Solis, Hon. Javier Villalobos, Mrs. Mary Elizondo, Dr. David Plummer, Dr. Anahid Petrosian, Mr. Matthew Hebbard, Dr. Rodney Rodriguez, Mr. George McCaleb, Mrs. Rebecca Cavazos, Ms. Myriam Lopez, Ms. Lynda Lopez, Mr. Rick De La Garza, Chief Ruben Suarez, Ms. Alina Cantu, Mr. Jorge Sanchez, Ms. Carla Rodriguez, Ms. Maribel Contreras, and Mr. Andrew Fish.

Approval of December 7, 2021 Finance, Audit, and Human Resources Committee Minutes

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Minutes for the Finance, Audit, and Human Resources Committee Meeting of December 7, 2021 were approved as written. The motion carried.

Discussion and Action as Necessary on Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 – 2022

Approval of the Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 - 2022 for a one-year period of

September 1, 2021 through August 31, 2022 will be requested at the January 25, 2022 Board meeting.

Purpose – A Second Revision of the Interlocal Agreement for Transportation Services between STC and the LRGVDC for Fiscal Year 2021 – 2022 was needed to reflect the revision of applying in-kind costs as operating expenses as advised by LRGVDC's staff.

Justification - The Second Revision of the Interlocal Agreement for Transportation Services would address the removal of the use of in-kind costs. These expenses would be reimbursable as operating costs with the exception of vehicle depreciation.

Background – On July 27, 2021, the Board of Trustees approved the Interlocal Agreement for Transportation Services between STC and LRGVDC for Fiscal Year 2021 – 2022, in which the in-kind costs for the Yellow Line were reduced against the payment to the LRGVDC for the Green Line Services. On September 28, 2021, the Board of Trustees approved the Revised Interlocal Agreement which reflects, STC's in-kind costs as part of the monthly reimbursement STC receives from the LRGVDC. However, on November 3, 2021, LRGVDC notified STC the expenses being claimed as in-kind costs did not qualify as in-kind costs and could be reimbursed as operating costs with the exception of the vehicle depreciation. In the Second Revision of the Interlocal Agreement, the operating expenses identified as in-kind costs would be part of the Yellow Line Services operating cost reimbursable at a 50%.

Although, the in-kind costs were not reimbursable, the in-kind costs allowed to be invoiced as operating expenses were utilities and vehicle insurance. Vehicle depreciation expense in the amount of $64,107 did not qualify as operating expenses, therefore the total operating cost for the service was reduced from $741,621 to $677,514.

The table below reflects the total cost:

Fiscal Year 2021 - 2022	**Original Amount**	**Revised Amount**	**2nd Revision Amount**
	Approved 7/2021	**Approved 9/2021**	**Proposed 01/2022**
Total Operating Cost for Services	**$659,223**	**$741,621**	**$677,514**
Contributions:			
State/Federal Operating	$(380,114)	(380,114)	(389,260)
State/Federal In-Kind	0	(82,398)	0
Total Net Cost to STC	**$279,109**	**$279,109**	**$288,254**
STC Direct Expenditures – Yellow Line	$129,275	129,275	$138,420
STC Payment to LRGVDC – Green Line 1	2,960	85,358	85,358
STC Payment to LRGVDC – Green Line Route 60 (Roma)	64,476	64,476	64,476

Fiscal Year 2021 - 2022	Original Amount	Revised Amount	2nd Revision Amount
	Approved 7/2021	Approved 9/2021	Proposed 01/2022
STC In-Kind Expenditures	82,398	0	0
Total Net Cost to South Texas College	**$279,109**	**279,109**	**$288,254**

The increase of $9,145.00 was due to the vehicles insurance and utilities in the total amount of $18,291 allowed as operating expenses at 50% reimbursement, not at 100% reimbursement.

The cost by transportation routes for Fiscal Year 2021 - 2022 were as follows:

Transportation Routes	Total Operating Cost for System	Contributions	STC Direct Expenditures	STC Payment to LRGVDC
Starr (Green-1)	204,569	119,211	0	85,358
Starr (Green-Roma)	153,519	89,043	0	64,476
Circular (Yellow)	319,426	181,006	138,420	0
Total	**$677,514**	**$389,260**	**$138,420**	**$149,834**

Funding Source – Funds for this expenditure were budgeted in the Student Transportation Services budget for Fiscal Year 2021 – 2022.

Reviewers – The Interlocal Agreement for Transportation Services was reviewed by Maribel Contreras, Director of Regional Transit Services at the LRGVDC, and by South Texas College's Vice President for Finance and Administrative Services, the Chief of Police for Department of Public Safety, the Comptroller, the Contract Manager, and by the College's Legal Counsel. The revised Fiscal Year 2021 – 2022 Interlocal Agreement for Transportation Services has already been approved by the LRGVDC.

Enclosed Documents – A copy of the Second Revision of the Interlocal Agreement for Transportation Services between STC and LRGVDC for Fiscal Year 2021 - 2022 was provided in the packet for the Committee's information and review.

Maribel Contreras from the LRGVDC, Mary Elizondo, Vice President for Finance and Administrative Services, Ruben Suarez, Chief of Police for the Department of Public Safety and Alina O. Cantu, Public Safety and Transportation Services Manager, attended the Committee Meeting to address any questions by the Committee.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board approval at the January 25, 2022 Board meeting, the Second Revision of the Interlocal Agreement for the Jag Express Intercampus Transportation Services between South Texas College and the Lower Rio Grande Valley Development Council (LRGVDC) for Fiscal Year 2021 - 2022 for a one-year period of September 1, 2021 through August 31, 2022, as presented. The motion carried.

Review and Action as Necessary on Award of Proposals, Rejection of Proposal, Purchases, and Renewals

Approval of the following award of proposals, rejection of proposal, purchases, and renewals will be requested at the January 25, 2022 Board meeting.

The Director of Purchasing reviewed each item, including the procurement procedures and evaluation of all responses, and recommended approval.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board approval of the award of proposals, rejection of proposal, purchases, and renewals as listed below, except for item #4 for the award for the purchase of air purifiers, which was pulled from this item for separate discussion.

A. Award of Proposals

1) **Campus Dining and Food Truck Services (Award):** award the proposal for campus dining and food truck services to **Pappa's Pizza, Inc.** (Alton, TX) (New), for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with 0% commission. Authorization is also requested to negotiate with this vendor to become a secondary vendor at one or more of the McAllen locations;
2) **Campus Dining and Food Truck Services – II (Award):** award the proposal for campus dining and food truck services II for the period beginning February 1, 2022 through January 31, 2023 with two one-year options to renew, with 0% commission. The vendor information is as follows:

Campus	Vendors
Pecan Campus	Primary: **Zaycor Management Company** (Brownsville, TX) (New) Secondary: **Laredo Comidas, LLC./ dba Taco Palenque** (McAllen, TX) (New)
Mid Valley Campus	**All Affairs and Occasions** (Elsa, TX)
Nursing and Allied Health Campus	**Cornerstone Catering** (Mission, TX)

Technology Campus	**Atencion Selecta, LLC.** (Edinburg, TX)
Starr County Campus	No vendor submitted to provide services at the Starr County Campus

Authorization is requested to negotiate the recommended location assignment with these vendors as necessary;

3) **DHSI Awareness Marketing Campaign Services (Award):** award the proposal for the DHSI awareness marketing campaign services to **25th Hour Communication, Inc.** (Westwood, MA) for the period beginning April 1, 2022 through August 31, 2022, at a total amount of $60,000.00;
4) ~~**Purchase of Portable Air Purifiers (Award):** award the proposal for the purchase of portable air purifiers to **Esparza Pest Control & Eco-Logic Systems, Inc. (**Edinburg, TX) (New), at a total amount of $676,800.00;~~
5) **Purchase of Financial Wellness Student Toolkits (Award):** award the proposal for the purchase of financial wellness student toolkits to **Inkwell Global Marketing** (Manalapan, NJ) (New), at a total amount of $39,720.00;
6) **Virtual Reality Law Enforcement Training Simulators (Award):** award the proposal for virtual reality law enforcement training simulators to **Street Smarts VR** (New York, NY) (New), at a total amount of $58,150.00;

B. Rejection of Proposal

7) **Purchase of Heavy-Duty Trucks (Reject):** reject the two (2) proposals for the purchase of heavy-duty trucks due to the proposed trucks not meeting the required specifications and available budget;

C. Purchases and Renewals (C-a Instructional Items)

8) **Instructional Equipment and Accessories (Purchase):** purchase instructional equipment and accessories from **Triangle Engineering, Inc**. (Hanover, MA), a sole source vendor, at a total amount of $60,426.00;
9) **Case Management Services (Renewal):** renew the case management services contract with **Valley Initiative for Development and Advancement** (VIDA) (Mercedes, TX), a sole source vendor, for the period beginning January 1, 2022 through December 31, 2022, at a total amount of $81,000.00;

C. Purchases and Renewals (C-b. Technology Items)

10) **Computers, Laptops, and Tablets (Purchase):** purchase computers, laptops, and tablets from the State of Texas Department of Information Resources (DIR) approved vendors **Dell Marketing, LP.** (Dallas, TX) and **Apple, Inc.** (Dallas, TX), at a total amount of $152,023.61;
11) **On-Demand Subscription Services (Renewal):** renew the on-demand subscription services with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christi, TX), acting by and through the State

of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning February 1, 2022 through January 31, 2023, at an estimated amount of $28,218.00;

12) **Online Tutoring Service Agreement (Purchase):** purchase an online tutoring service agreement from **Upswing International, Inc.** (Durham, NC), a sole source vendor, for the period beginning January 8, 2022 through August 31, 2022, at a total amount of $72,000.00 which provides three thousand (3,000) service hours;
13) **Red Hat Licenses Maintenance and Support Agreement (Renewal):** renew the Red Hat licenses maintenance and support agreement with **Netsync Network Solutions** (Houston, TX), a State of Texas Department of Information Resources (DIR) approved vendor, for the period beginning February 10, 2022 through February 9, 2023, at a total amount of $70,458.66;
14) **Support Services Agreement (Renewal):** renew the support services agreement with **Ellucian Company, LP.** (Fairfax, VA) through Texas A & M University – Corpus Christi (Corpus Christ, TX) acting by and through the State of Texas Department of Information Resources (DIR) for Texas Connection Consortium (TCC), for the period beginning September 1, 2021 through August 31, 2022, at an estimated amount of $30,278.00.

Recommend Action - The total for all award of proposals, rejection of proposal, purchases, and renewals was $652,274.27. The motion carried.

Executive Session:

The South Texas College Board Finance, Audit, and Human Resources Committee convened into Executive Session at 6:15 p.m. in accordance with Chapter 551 of the Texas Government Code for the specific purpose provided in:

- Section 551.071, Consultations with Attorney

1. Review and Recommend Action as Necessary on Award for Purchase of Portable Air Purifiers

Open Session:

The South Texas College Board Finance, Audit, and Human Resources Committee returned to Open Session at 6:30 p.m. No action was taken in Executive Session.

Mr. Rene Guajardo, Committee Chairman, departed from the meeting after convening the meeting into Executive Session.

Mr. Paul R. Rodriguez excused himself from the Executive Session discussion, and returned to the meeting when the committee returned to Open Session.

Mr. Paul R. Rodriguez moved that the Finance, Audit, and Human Resources Committee recommend Board approval to award the purchase of portable air purifiers to Esparza Pest Control & Eco-Logic Systems, Inc. (Edinburg, TX) (New) and Abberation, Inc./ dba South Texas Solar Systems (McAllen, TX), at amounts totaling $297,000.00 and $379,800.00, respectively, for a grand total of $676,800.00, which will include two hundred (200) air purifiers per vendor as presented.

Dr. Salinas was the only other Committee member in attendance. Dr. Salinas expressed a concern that the proposed award was split between two different bidders, at different costs, and neither was the low bidder. Dr. Salinas declined to second the motion.

Due to the lack of a second, the motion died.

Presentation and Action as Necessary Regarding Acceptance of South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021

Acceptance of the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021 will be requested at the January 25, 2022 Board of Trustees meeting.

Purpose - The Code of Criminal Procedure Article 2.131-2.138 requires Chief Administrators of law enforcement agencies to submit the racial profiling reports to their governing body, in addition to the Texas Commission on Law Enforcement (TCOLE).

Justification - During calendar year 2021, the South Texas College Department of Public Safety conducted traffic stops within its jurisdiction in accordance with Texas Education Code section 51.203.

Background - Pursuant to Texas Occupations Code 1701.164, TCOLE is required to collect incident-based data, including racial profiling reports based upon vehicle traffic stops, in accordance with the Code of Criminal Procedure Article 2.131-2.138. Chief Administrators of law enforcement agencies must submit the racial profiling reports to their governing body and TCOLE.

The Code of Criminal Procedure Article 2.132 is shown below:

Title 1. Code Of Criminal Procedure, Chapter 2. General Duties Of Officers, Art. 2.132. Law Enforcement Policy On Racial Profiling.

(7) Require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  (A) The Texas Commission on Law Enforcement; and
  (B) The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political

subdivision of the state.

Explanation of Report Statistics - Additional information on the Racial Profiling Report is as follows:

- Race or Ethnicity known prior to stop

  Traffic stops are conducted when a police officer observes an infraction and pulls over the vehicle to speak with the driver. Since infractions are normally observed when the police officer is behind the vehicle committing the infraction, the police officer is unaware of the ethnicity of the driver until the driver is approached.

  The example of how to file a Racial Profiling Report on the Texas Commission on Law Enforcement (TCOLE) website shows a zero in the section to identify traffic stops in which the officer was aware of the ethnicity of the driver before the traffic stop was made. South Texas College police officers receive training in traffic stops and the racial profiling prohibition. The statistics of those who are stopped by South Texas College Police documents that the ethnicity is in line with the population of the College and the Rio Grande Valley and that there is no racial profiling being conducted.

- Search Conducted

  There were no searches conducted during calendar year 2021.

- Street address or approximate location of the stop

  Texas state law requires police officers to take action when they observe a danger to the public. The traffic stops on city streets were conducted when the officers observed violations that were a threat to the safety of the public, including driving to endanger and proceeding through red lights when required to stop. The traffic stops are as follows:

Description	**Year 2020 Stops Conducted**	**Year 2021 Stops Conducted**
Stops conducted adjacent to campuses on streets paralleling the campus to address safety threats to students	27	32
Stops conducted on entering/ leaving campuses - driving infractions on college property	15	12
Stops conducted on public roadways where violations posted a liable danger to public safety	17	15
Total	**59**	**59**

There was a decrease in traffic stops the last two years as compared to FY 2019 due to less traffic violations on the roadways surrounding the South Texas College campuses due to the on-going pandemic. In addition, the Department of Public Safety focused their efforts on enforcing the COVID-19 safety measures on campus. Traffic stops were conducted to proactively keep students, faculty, staff, and visitors safe. Ruben Suarez, Chief of Police for the Department of Public Safety, advised that most of the violators are non-students, which confirms the importance of keeping the neighborhood around campus safe. Below is a breakdown of the stops conducted by the different categories as follows:

Description	**Year 2020 Stops Conducted**	**Year 2021 Stops Conducted**
Red Light	19	15
Speeding	14	15
Disregard Traffic Signal	1	5
Turned Where Prohibited	1	-
Failure to Stop/ Stop at Sign	3	6
Unsafe Lane Change	2	4
No Class M DL/No DL	1	1
No Turn Signal	1	-
Failure to Yield	2	-
Driving Wrong Way	1	-
Driving on Wrong Side	-	1
Passing School Bus	1	-
Driving w/o Lights when Lights are Required	6	12
Following too Closely	1	-
Verbal	6	-
Total	**59**	**59**

Reviewers - The Vice President for Finance and Administrative Services and the Chief of Police for the Department of Public Safety have reviewed the information being presented.

Enclosed Documents - The South Texas College Department of Public Safety Racial Profiling Report for calendar year 2021 and the Comparative Analysis were provided in the packet for the Committee's information and review.

The state would utilize this report in any investigation of a complaint of racial profiling against a law enforcement agency. The South Texas College Department of Public Safety has received no racial profiling complaints.

Ruben Suarez, South Texas College Chief of Police for the Department of Public Safety, attended the Committee Meeting to respond to questions.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board acceptance of the South Texas College Law Enforcement Racial Profiling Report for Calendar Year 2021 as presented. The motion carried.

Discussion and Action as Necessary on Ratification of COVID-19 Testing Services Agreement

Approval on ratification of COVID-19 testing services agreement will be requested at the January 25, 2022 Board meeting.

Purpose – As the College begins the Spring 2022 semester, the College is faced in responding to a new COVID-19 variant, Omicron and the associated surge in positive cases. With the students, employees, and community's in mind, and at the direction of the College President, College staff researched and solicitated vendors to enter into an agreement to provide COVID-19 testing on the College campuses.

Justification – The College continued to respond and incorporate safety measures to mitigate the spread of the virus. Testing for the virus was a critical component to help reduce the spread of COVID-19. Testing individuals with symptoms or those who may have been exposed to a person with COVID-19 helps identify people who may need medical care in a timely fashion and enables individuals that test positive to isolate themselves and take appropriate safety measures for their health.

Background – The College was working on entering into an agreement a COVID-19 test provider to administer COVID-19 rapid antigen and polymerase chain reaction (PCR) tests. Test sites would be located on the College campuses and be offered to employees, students, and the public. Hours of operation would be determined by the College and adjusted, as necessary. There was no cost to employees, students, or the public for either the rapid antigen or PCR test.

At the time of publication of the Finance, Audit, and Human Resources Committee packet, the agreement had not been finalized. Administration would provide and request ratification of executed agreement at the January 25, 2022 Board meeting.

Mary Elizondo, Vice President of Finance and Administrative Services attended the meeting to address any questions by the Committee.

Upon a motion by Mr. Paul R. Rodriguez and a second by Dr. Alejo Salinas, Jr., the Finance, Audit, and Human Resources Committee recommended Board approval at the January 25,

2022 Board meeting, on the ratification of COVID-19 testing services agreement as presented. The motion carried.

Adjournment

There being no further business to discuss, the Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees adjourned at 6:35 p.m.

I certify that the foregoing are the true and correct Minutes of the January 18, 2022 Finance, Audit, and Human Resources Committee Meeting of the South Texas College Board of Trustees.

_____
Mr. Rene Guajardo
Committee Chair

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Discussion and Action as Necessary on Guidelines and Criteria for Granting Tax Abatements and Approval of Resolution 2022-009 for Electing to Participate in Tax Abatement Agreements and Adopting Guidelines and Criteria

Approval of guidelines and criteria for granting tax abatements and resolution 2022-009 for electing to participate in tax abatement agreements and adopting guidelines and criteria, will be requested at the February 22, 2022 Board meeting.

Purpose – The College's Guidelines and Criteria for Granting Tax Abatements are effective for a two-year period from the adoption date. Approval to renew the Criteria for Granting Tax Abatements is needed in order to continue granting tax abatements.

Justification – Property Tax Code Chapter 32 authorizes a taxing unit to enter into a tax abatement agreement in order to offer a temporary real property and/or tangible personal property tax abatement for a limited period of time as an inducement for financial investment in the development or redevelopment of certain taxable property. The property tax code requires that a taxing unit establish guidelines and criteria governing tax abatement agreements and approve a resolution to allow the College to participate in tax abatements.

Background – The proposed guidelines would serve for the month of February 2022 to January 2024. The request to update the guidelines, criteria, and resolution is being requested by Terra-Gen Development Company, LLC.

The Board of Trustees adopted the guidelines, criteria, and resolution electing to participate in Tax Abatements on November 22, 2019 for two years, December 2019 through November 2020, on November 28, 2017 for two years, December 2017 through November 2019, and on May 26, 2015 for two years, June 2015 through May 2017.

Reviewers – The College Staff and South Texas College's Legal Counsel, have reviewed the proposed guidelines and criteria.

Enclosed Documents – Resolution 2022-009 Electing to Participating in Tax Abatement Agreements and the Guidelines and Criteria Governing Tax Abatement Agreements follow in the packet for the Board's information and review.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the guidelines and criteria for granting tax abatements and resolution 2022-009 for electing to participate in tax abatements agreements and adopting guidelines and criteria, as presented.

Resolution No. 2022-009

A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE ELECTING TO PARTICIPATE IN TAX ABATEMENT AGREEMENTS AND ADOPTING GUIDELINES AND CRITERIA FOR GRANTING TAX ABATEMENTS

STATE OF TEXAS	§
COUNTY OF STARR	§
AND HIDALGO	§
SOUTH TEXAS COLLEGE DISTRICT	§

WHEREAS, the Board of Trustees of South Texas College, is authorized to enter into Tax Abatement Agreements for Commercial-Industrial purposes as authorized in Chapter 312 of the Texas Tax Code, "Property Redevelopment and Tax Abatement Act" (The "Act");

WHEREAS, the Act requires South Texas College to establish Guidelines and Criteria for the designation for reinvestment zones and the entering into Tax Abatement Agreements; and

WHEREAS, the Act requires eligible taxing jurisdictions to establish Guidelines and Criteria as to eligibility for tax abatement agreements prior to granting any future tax abatements, said Guidelines and Criteria to be unchanged for a two-year period unless amended or repealed by a three-fourths vote of the Board of Trustees;

NOW, THEREFORE, BE IT RESOLVED that South Texas College declares it is eligible to participate in a Tax Abatement Program.

FURTHER, BE IT RESOLVED that South Texas College hereby adopts the attached Guidelines and Criteria for Tax Abatement for use in all Tax Abatement Programs.

CONSIDERED. PASSED, APPROVED, AND SIGNED this _____ day of _____ at a regular meeting of the Board of Trustees of South Texas College at which a quorum was present and which was held in accordance with the provisions of Texas Government Code Chapter 551.

SOUTH TEXAS COLLEGE

BY:_____
Chairman

ATTEST:

BY: _____
Secretary

December 2019 – November 2021
February 2022 – January 2024

Guidelines and Criteria Governing Tax Abatement Agreements by South Texas College

Adopted by Resolution of the Board of Trustees of South Texas College
on February 22, 2022December 10, 2019

SOUTH TEXAS COLLEGE
GUIDELINES AND CRITERIA GOVERNING TAX ABATEMENT AGREEMENTS

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SOUTH TEXAS COLLEGE
GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENT

WHEREAS, South Texas College finds that tax abatement provides a valuable economic tool for use by the College and other governmental entities interested in supporting and creating jobs in Hidalgo and Starr Counties;

WHEREAS, South Texas College finds that a tax abatement policy is in the public interest and will contribute to the economic development of Hidalgo and Starr Counties;

WHEREAS, South Texas College has considered playing a limited, but significant, role in the development of substantial renewable energy and scientific investment in South Texas;

WHEREAS, Chapter 312 of the Texas Tax Code, popularly known as the Property Redevelopment and Tax Abatement Act (the "Act"), authorizes junior college districts to join a municipality or a county in offering a temporary real property and/or tangible personal property tax abatement for limited periods of time as an inducement for financial investment in the development or redevelopment of certain taxable property; and

WHEREAS, the Act grants South Texas College great discretion to adopt guidelines and criteria identifying the types of development or redevelopment suitable to the educational and financial goals of the College;

WHEREAS, the Act requires eligible taxing jurisdictions to establish guidelines and criteria as to eligibility for tax abatement agreements prior to granting any future tax abatements, said guidelines and criteria to be unchanged for a two-year period unless amended or repealed by a three-fourths vote of the Board of Trustees;

NOW, THEREFORE, BE IT AGREED by the Board of Trustees of South Texas College that the following Guidelines and Criteria for granting tax abatements be adopted:

Section 1. **Definitions.**

(a) "Abatement" means the temporary, full or partial exemption from ad valorem maintenance taxes pursuant to the Act by the Counties of Hidalgo and Starr of certain added value to real and personal property in a zone designated for economic development purposes.

(b) "Act" means Property Tax Code, chapter 312, popularly referred to as the Tax Abatement Act.

(c) "Added Value" means the increase in the Appraised Value of an Eligible Property as a result of "Expansion" or "Modernization" of an existing facility or construction of a "New Facility." Added Value does not mean or include "Deferred Maintenance."

(d) "Appraised Value" means the appraised value for property tax purposes as determined by a County Appraisal District, subject to the appeal procedures set forth in the Texas Tax Code.

(e) "Agreement" means a contractual agreement between a property owner and/or lessee in an Eligible Jurisdiction for the purposes of tax abatement. Any Agreement shall be in conformity with these Guidelines and Criteria, including any variance granted under Section 3(g) set out herein. Upon the adoption of a resolution authorizing an Agreement and the execution of same by the parties, the Agreement shall be deemed to embody all of the terms of the Abatement, except, no Agreement shall be deemed to supersede any terms of the Guidelines and Criteria or any requirements or conditions imposed of state law.

(f) "Base Year Value" means the Appraised Value of Eligible Property as of the date specified in the Agreement.

(g) "Basic Manufacturing or Service Facility" means buildings and structures, including fixed machinery and equipment used or to be used for the production of renewable energy.

(h) "College" means South Texas College.

(i) "Construction Phase" means the period during which a material and substantial improvement of the property occurs which represents a separate and distinct construction operation undertaken for the purpose of erecting the improvements. The Construction Phase ends upon the earliest to occur of the following events:

(1) when a certificate of occupancy is issued for the Facility by and appropriate governmental entity;

(2) when the Facility has achieved commercial production of a product; provision of a service or start up for production of electrical power; or

(3) when the architect or engineer supervising construction issues a certificate of substantial completion, or some similar instrument.

The final determination of the end of the Construction Phase shall be made by the College, in its sole and absolute discretion, based upon the above criteria and such other factors as the College may deem relevant. The determination of the completion of the Construction Phase shall be conclusive, and any judicial review of such determination shall be governed by the substantial evidence rule.

(j) "County" means Hidalgo County, Texas and/or Starr County, Texas

(k) "Deferred Maintenance" means improvements necessary for continued operations which do not improve productivity or alter the process technology.

(l) "Economic Life" means the number of years a property improvement is expected to be in service in a Facility.

(m) "Eligible Property" means property to which Abatement may be extended to the value of the improvements to real property, including buildings, structures, fixed machinery and equipment, and site improvements, plus that office space and related fixed improvements necessary to the operation and administration of the Facility.

(n) "Expansion" means the addition of buildings, structures, fixed machinery or equipment for the purposes of increasing capacity.

(o) "Facility" means property improvements completed or in the process of construction which together compromise an integral whole comprising the project as described in the agreement for temporary tax abatement.

(p) "Force Majeure" means circumstances beyond the control of Owner which shall include casualty losses, national economic factors, shutdowns due to governmental regulations, strikes, acts of war, and the like.

(q) "Ineligible Property" The following types of property shall be fully taxable and ineligible for abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; Deferred Maintenance investments; property to be rented or leased except as provided in Section 1(k); improvements to real property which have an economic life of less than 20 years; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas; unless specifically authorized by the Eligible Jurisdiction.

(r) "Modernization" means the replacement and upgrading of existing facilities which increase the productive input or output, updates the technology or substantially lowers the unit cost of the operation, and extends the economic life of the facilities. Modernization may result from the construction, alteration or installation of buildings, structures, fixed machinery or equipment. It shall not be for the purpose of reconditioning, refurbishing, repairing or completion of Deferred Maintenance.

(s) "New Capital Investment" means the total value of expenditures capitalized for the Facility on the Owner's books, prior to depreciation, whether relating to exempt or non-exempt property, including all buildings, structures, site improvements, fixed equipment, intangibles, and pollution control equipment.

(t) "New Facility" means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expansion or Modernization.

(u) "Owner" means the owner of a Facility subject to Abatement. If the Facility is constructed on leased property, the owner shall be the party which owns the property subject to Abatement. The other party to the lease shall join in the execution of

Agreement but shall not be obligated to assure performance of the party receiving Abatement.

(v) "Research and Development" means Owner's collaboration of research and development with South Texas College to undertake scientific, technical or educational endeavors of alternative energy programs aimed at research and development.

Section 2. **Abatement Authorized.**

(a) Authorized Facilities. A Facility may be eligible for tax incentives in the form of tax abatement if it is substantially designed and constructed or manufactured for construction or installation, (i) is operated exclusively for the production, of renewable energy, including solar, geothermal, wind and hydro and (ii) the estimated proposed New Capital Investment shall exceed $200 million. Abatement may be granted for New Facilities and improvements to existing facilities for the purpose of Modernization or Expansion.

(b) Creation of New Value. Abatement may only be granted for the Added Value of Eligible Property improvements made subject to and listed in an Agreement between the College and the property owner or lessee (if required), subject to such limitations as the College may require. The economic life of the improvements must exceed the term of the Agreement by ten (10) years. An Agreement shall not be entered into unless Owner has provided a certified valuation of the economic life of the improvements and depreciation schedule.

(c) Period of Abatement. Abatement shall be granted effective with the January 1 valuation date specified in the Agreement. Abatement shall be allowed for a period of up to ten years following the certification of completion of construction; provided that, in no event shall the period of Abatement, not inclusive of the Construction Phase exceed ten (10) years. Prior to the effective date of the tax abatement any improvements under construction should be taxed in full in accordance with the Tax Code

(d) Abatement Percentage. The percentage of the total tax to be abated (1% to 100%) which is authorized by the College on a case by case basis is the Abatement Percentage.

(e) Rehabilitation Projects. The $200 million minimum Added Value or Capital Investment requirement for Abatement shall not apply to Rehabilitation Projects which involve the adaptive reuse of an existing structure or building for a Facility. In order to qualify as a Rehabilitation Project under this provision, the Project must involve a minimum New Capital Investment of at least $100 million. Any Rehabilitation Project must involve the adaptive reuse of an existing structure or building currently on the property tax rolls so that the Base Year Value associated with the Project will include both the value of the land and the existing improvements. For such Rehabilitation Projects, all Eligible Property in excess of the Base Year Value shall be subject to Abatement. The value of personal property such as furniture and movable equipment (as set out in the Act) shall be considered Ineligible Property.

(f) Estimated Added Value Requirement. At the time of execution of the Agreement, the Owner shall reasonably estimate the Added Value or Capital Investment projected upon completion of construction of any improvements to real property or tangible personal property in connection with the Facility. This "Estimated Added Value" shall be certified to by Owner and stated in the Agreement.

(g) Economic Qualification. In order to be eligible for Abatement, the Facility:

(1) must create no later than the January 1 following the completion of construction and maintain throughout the remainder of the term of the Agreement the minimum required number of permanent jobs in the District set out in the Agreement;

(2) must not adversely affect competition in the local market with established local businesses.

(h) Taxability. From the commencement of the Abatement period to the end of the Abatement period, taxes shall be payable as follows:

(1) The value of Ineligible Property shall be fully taxable and;

(2) The Added Value of new Eligible Property (and certain personal property added in connection with a Rehabilitation Project) shall be taxable in the manner described in Section 2(d) above.

(i) Environmental and Worker Safety Qualifications. In determining whether to grant an Abatement, consideration will be given to compliance by the Facility with all state and federal laws designed to protect human health, welfare and the environment ("environmental laws") that are applicable to all facilities in the State of Texas owned or operated by the owner of the Facility or lessee, its parent, subsidiaries and, if a joint venture or partnership, every member of the joint venture or partnership ("applicants"). Consideration may also be given to compliance with environmental and worker safety laws by applicants at other facilities within the United States.

Section 3. **Application.**

(a) Written Application. Any current or potential owner of taxable property may request Abatement by filing a written application with the President of the College.

(b) Contents of Application. The application shall consist of a completed application form accompanied by: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which Abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; proposed turbine location (if a wind turbine Facility); and a time schedule for undertaking and completing the proposed improvements. In the case of a Modernization or Expansion Project, a statement of the Appraised Value of the Facility, separately stated

for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as the College or other Eligible Jurisdiction, as applicable, deems appropriate for evaluating the financial capacity and other relevant factors of the applicant.

(c) Local Employment and Procurement. Owner shall, as part of the Application, provide: (i) a list and description of all component parts and equipment which are included in the construction and/or installation of the Facility, (ii) a list of maintenance and operations personnel or professional services anticipated or required for the operation and maintenance of the Facility on an on-going basis; and (iii) the identify of all persons or firms in Starr County and Hidalgo County, or within 100 files thereof, with the capability of providing these services (a complete Schedule I and Schedule II).

(d) Application Fee. There is a non-refundable application fee of $2,500.00 due at the time of the application submission. The application fee does not imply that the proposed Abatement will be approved.

(e) Written Notification. Upon receipt of a completed application, the President shall evaluate the application for a determination of the proposed Facility's compliance with these Guidelines.

(f) Feasibility. After receipt of an application for Abatement, the College shall consider the feasibility and the impact of the proposed Abatement. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the Abatement of taxes and the benefit to the College and the Facility to be covered by such Abatement.

(g) No Abatement if Construction has been Completed. No Agreement shall be approved if the application for the Abatement was filed after the completion of construction, alteration or installation of improvements related to the proposed Modernization, Expansion or New Facility.

(h) Variance. Requests for variance from the provisions of these Guidelines and Criteria may be made in written form; provided, however, that no variance may extend the term of Abatement beyond five (5) years after completion of the Construction Phase. Such requests shall include a complete description of the circumstances explaining why the applicant should be granted a variance. Approval of a request for variance requires a three-fourths (3/4ths) vote of the board of trustees of the College.

Section 4. **College Approval.**

(a) Designation of Zone. An Abatement shall be granted only for Facilities in a zone designated for Abatement under the Act by a County.

(b) Required Findings. The College must adopt findings that the proposed abatement terms of the proposed Agreement meet the College's Guidelines and Criteria.

(c) Reservation of Rights. Nothing shall be construed to limit the authority of the College to examine each application for Abatement on a case-by-case basis and determine in its sole and absolute discretion whether or not abatement of the tax on the proposed Facility should be granted; whether or not the Facility will comply with these Guidelines and Criteria; whether it is financially feasible for the College, and whether or not the proposed temporary abatement of taxes will inure to the long-term benefit of the College. On matters of interpretation of the Tax Code or the Tax Abatement Act, the College may request an Attorney General' Opinion. The College's final determination shall not be subject to judicial review.

Section 5. **Agreement.**

(a) Contents of Tax Abatement Agreement. The Agreement with the Owner shall include:

(1) the estimated value to be subject to Abatement and the Base Year Value;

(2) the percentage of value to be abated each year as provided in Section 2(d);

(3) the commencement date and termination date of Abatement;

(4) the proposed use of the Facility, time schedule, map, proposed turbine location, property description and improvements list as provided in the application as required;

(5) the contractual obligations in the event of default, delinquent taxes, recapture, administration and assignment as provided in these Guidelines and Criteria or other provisions that may be required for uniformity or by state law;

(6) the amount of Added Value as set out in 2(c) and required number of permanent jobs;

(7) a requirement that Owner shall certify to the board of trustees of the College on or before April 1 each year that the Owner is in compliance with each applicable term of the agreement;

(8) a requirement that the owner or lessee will obtain and maintain all required permits and other authorizations from all local, state and federal agencies with jurisdiction over the licensing or permitting, the design, construction, manufacture and operation of the Facility and for the storage, transport and disposal of waste, if any;

(9) a limitation that the uses of the property must be consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

(10) provision of access to and authorization to inspect the property by employees or authorized agents of the College to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement; and

(11) a provision that the board of trustees of the College may cancel or modify the Agreement if the Owner fails to comply with the Agreement.

(b) Time of Execution. The Agreement shall normally be executed within 60 days after the applicant has provided all necessary information and documentation.

(c) Attorney's Fees. In the event any attorney's fees are incurred by the College in the preparation of an Agreement, said fees shall be paid by the applicant upon execution of the Agreement.

(d) Application Fee. There is a non-refundable application fee of $2,500.00 due at the time of the application submission. The application fee does not imply that the proposed Abatement will be approved.

Section 6. **Recapture.**

(a) Failure to Commence Operation During Term of Agreement. In the event that the Facility is not completed and does not begin operation as provided in the Agreement, no Abatement shall be given for that tax year, and the full amount of taxes assessed against the property shall be due and payable for that tax year. In the event that the Owner of such a Facility fails to begin operation with the minimum required number of permanent jobs by the next January 1, then the Agreement shall be subject to termination and all abated taxes during the period of construction shall be recaptured and paid within 60 days of such termination. Notwithstanding the foregoing, in the event that the above defaults are due to a Force Majeure condition, the College may grant extensions if the Owner is diligently proceeding to cure such defaults.

(b) Discontinuance of Operations During Term of Agreement. In the event the Facility is completed and begins operation but subsequently discontinues operations during any four (4) consecutive weeks during the term of the Agreement, for any reason except on a temporary basis due to a Force Majeure condition, the Agreement may be terminated by the College, and all taxes previously abated by virtue of the Agreement during the preceding four years shall be recaptured and paid within 60 days of such termination.

(c) Delinquent Taxes. In the event that the Owner allows its ad valorem taxes to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest, the Agreement shall be subject to termination and so shall the Abatement of the taxes for the tax year of the delinquency. The total taxes assessed without Abatement, for that tax year shall be paid within 60 days from the date of termination.

(d) Notice of Default. Should the College determine that the Owner is in default according to the terms and conditions of its Agreement, it shall notify the Owner in writing at the

address stated in the Agreement that if such is not cured within 60 days from the date of such notice (the "Cure Period"), then the Agreement may be terminated. In the event the Owner fails to cure said default during the Cure Period and the Agreement is terminated, the taxes abated by virtue of the Agreement will be recaptured and paid as provided herein.

(e) Actual Capital Investment. Should the College determine that the total level of New Capital Investment is lower than provided in the Agreement, the difference between the tax abated and the tax which should have been abated based upon the actual New Capital Investment as determined shall be paid to the taxing agencies within 60 days of notification to the Owner of such determination.

(f) Reduction in Rollback Tax Rate. If during any year of the period of Abatement with respect to any property any portion of the abated value for the Eligible Property which is added to the current total value of the College is not treated as "new property value" (as defined in Section 26.012(17) of the Texas Tax Code) for the purpose of establishing the "effective maintenance and operations rate" (as defined in Section 26.012(16) of the Texas Tax Code) in calculating the "rollback tax rate" in accord with Section 26.04(c)(2) of the Texas Tax Code and if the College's budget calculations indicate that a tax rate in excess of the "rollback tax rate" is required to fund the operations of the College for the succeeding year, then the College shall recapture from the taxpayer a tax in an amount equal to the lesser of the following:

(1) The amount of the taxes abated for that year by the College with respect to such property.

(2) The amount obtained by subtracting the rollback tax rate computed without the abated property value being treated as new property value from the rollback tax rate computed with the abated property value being treated as new property value and multiplying the difference by the total Appraised Value of the College.

If the College has granted an Abatement of taxes to more than one taxpayer, then the amount of the recapture calculated in accord with subparagraph (2) above shall be prorated on the basis of the amount of the Abatement with respect to each taxpayer.

All recaptured taxes must be paid within thirty (30) days after notice thereof has been given to the affected taxpayer. Penalties and interest applicable under the Tax Code shall not begin to accrue upon such sum until the first day of the month following such thirty (30) day notice, at which time penalty and interest shall accrue in accord with the laws of the State of Texas.

(g) Statutory Tax Lien. The amount of tax abated each year under the terms of these Guidelines and the Agreement shall continue to be secured by the statutory tax lien pursuant to Section 32.01 of the Texas Tax Code which shall continue in existence from year to year throughout the entire term of the Agreement or until all taxes, whether assessed or recaptured, are paid in full.

(h) Automatic Termination. The Agreement shall automatically terminate on and as of the date any of the following events occur: the filing of a petition in bankruptcy by the Owner; or the making by the Owner of an assignment for the benefit of creditors; or if any involuntary petition in bankruptcy or petition for an arrangement pursuant to the federal bankruptcy code is filed against the Owner; or if a receiver is appointed for the business of the Owner. In the event of automatic termination for any of the above reasons, the prior notice of default provisions in subsection (d) above shall not apply. Owner shalle immediately notify the College should any of the foregoing events occur.

Section 7. **Administration.**

(a) Annual Assessment. The Starr County Appraisal District or the Hidalgo County Appraisal District, as applicable, shall annually determine the Appraised Value of the real and personal property subject to an Agreement. Each year, the Owner shall furnish the Appraisal District with such information as may be necessary for the Abatement. Once value has been established, the Appraisal District shall notify the affected jurisdictions which levy taxes of the amount of the Appraised Value and the Abatement. Owner shall, on the anniversary date of the Agreement provide the College the Appraised Values of the Property and a certificate of taxes paid to each jurisdiction.

(b) Access to Facility. The Agreement shall stipulate that employees and/or designated representatives of the College will have access to the Facility during the term of the Agreement to inspect the Facility to determine if the terms and conditions of the Agreement are being met. All inspections will be made only after giving 24 hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the Facility. All inspections will be made with one or more representatives of the Owner and in accordance with all applicable safety standards.

(c) Annual Evaluation. Upon completion of construction, the College, individually or in conjunction with other affected jurisdictions, shall annually evaluate each Facility receiving Abatement to ensure compliance with the Agreement and report possible violations of the Agreement.

(d) Annual Reports. Owner shall certify to the governing body of the College on or before April 1 each year that Owner is in compliance with each applicable term of the Agreement. Additionally, during the initial four years of the term of Abatement, the Owner shall provide to the College approving the Abatement an annual report covering those items listed on Schedule 1 in order to document its efforts to acquire goods and services on a local basis. Such annual report shall be prepared on a calendar year basis and shall be submitted to the College no later than ninety (90) days following the end of each such calendar year. The annual report shall be accompanied by an audit letter prepared by an independent accounting firm which has reviewed the report.

(e) "Buy Local" Provision. Each recipient of Abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor for the materials, equipment and labor described on Schedule 1, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exceptional cases involving purchases over $1,000,000 during construction and over $50,000 during operations, a justification for such purchase shall be included in the annual report. Each such recipient shall further acknowledge that it is a legal and moral obligation of persons receiving Abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the terms "materials" and "labor" shall have the meaning set out in Schedule 1. For the purposes of this provision, the term "local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County. In the event of a breach of the buy-local provision, the percentage of Abatement shall be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost (materials and labor) for the Facility. In the event that Owner contracts the supply and construction of the Facility to an affiliate or other non-local contractor, Owner shall use commercially reasonable efforts to ensure compliance with this Section by including in such contract a flow-through provision requiring such compliance.

SCHEDULE I

"Buy Local" Annual Reports

The following information shall be reported to the College on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials* (total).
3. Dollar amount spent for labor** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction of the Facility (local).
6. Number of jobs created in the construction of the Facility (total).
7. Number of jobs created on a permanent basis (local).
8. Number of jobs created on a permanent basis (total).

* The term "materials" is defined to include all materials used in excavation, site improvement, demolition, concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily-available locally.

** The term "labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the design of the Facility.

The term "local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in either Hidalgo County or Starr County.

SCHEDULE II

ADDITIONAL INFORMATION REQUIRED OF APPLICANT FOR TAX ABATEMENT

Section 1. Eligibility Criteria

1. To be eligible for consideration by College for a tax abatement under these Guidelines, an Owner of the Facility must meet or exceed all of the criteria described below:

- The Facility must be one that will generate renewable energy;
- The minimum amount of new real and/or personal property capital investment shall exceed $200 million (at start of project or by year 2017);
- Shall exceed minimum levels of full-time job creation;
- Provide employee and dependent access to health care benefits;
- Provide a minimum living and all-industry wage requirements for new and existing employees at project site;

Section 2. Amount and Terms of Tax Abatement Subject to Additional Commitments

2.1 The amount and term of the tax abatement offered will be dependent upon the Owner's commitment to exceed the minimum eligibility criteria, consideration of other public incentives offered for the same project and the overall benefit to the College and the community.

2.2 What resources will the Owner commit to the following:

(a) Sponsorship of scientific events, teacher research grants to the College; materials and equipment, teaching materials to the College; R&D collaboration with local college;

(b) Total number of jobs created and maintained in the area;

(c) Number of high-wage jobs.

Section 3. Wage Requirements

Companies receiving a tax abatement from the College must meet certain minimum wage requirements for all new and existing (i.e., retained) jobs at the project site.

3.1 Living Hourly Wage Requirement: In order to be eligible for a tax abatement, one hundred percent (100%) of the company's new and existing employees ***at the project location*** must earn no less than a "living wage" throughout the full term of the Tax Abatement Agreement. This wage is based on the poverty level for a family of four, as determined annually (January) by the U.S. Department of Health and Human Services (HHS). As of January 22, 2015, the living wage requirement is $11.66 per hour.

3.2 All Industries Median Hourly Wage Requirement: In addition to the "Living Wage" requirement, after one year of initiating full operations at the project location, but not more than two years after execution of the Tax Abatement Agreement with the College, at least seventy percent (70%) of all new and existing employees, with at least one year of full employment with the company at the project location, must earn a cash wage at or exceeding the annual Edinburg, Pharr McAllen Metropolitan Statistical Area (MSA) Median Hourly Wage for All Industries (Companies) for the most recent year available. This wage is compiled by the Bureau of Labor Statistics (BLS) Occupational Employment Survey and published annually by the Texas Workforce Commission (TWC). This wage is updated annually, and for 2014 the current applicable wage is $11.32 per hour.

High-Wage Jobs: High-wage jobs are either: (I) Qualified professional jobs reported in high-wage industries (e.g., advanced business services, aerospace, life sciences, renewable energy, high-tech/IT); or (2) Jobs for which earnings are above the County average weekly wage (average for the most recent four quarters) as reported quarterly by the Bureau of Labor Statistics (currently $31,941 in 2014).

3.3 If the company does not meet and maintain these wage requirements for all new and existing employees at the project location, the company will be in default of its Tax Abatement Agreement, which could result in termination of the Agreement and the recapture of all or a portion of the previously abated property taxes.

Section 4. Targeted and Qualifying Industries/Business Activities or Project team

The majority of the company's business at the project location must be engaged in one of the following qualifying industries, business activities, or Project team:

Targeted Industries:

- Energy

Section 5. Local Assessment: County and Community:

5.1 Describe how has the company's plan been prepared in consultation with the local community, property owners and local political leaders?

(a) Local Community:

(b) Property Owners:

(c) Local Political Leaders:

5.2 Identify the local, state and federal bodies that have jurisdiction over the design, construction, licensing, regulation and operation of the Facility and here any public records of review of the Facility may be accessed by the College and the public:

a. Local:

b. State:

c. Federal:

5.3 Outline what processes, if any, were followed for community consultation for the Facility's development.

5.4 Is there an Environmental Impact Statement and Clearance required for the Facility? If so, identify where any public records of environmental review may be assessed by the College and members of the public.

5.5 If the Facility is a wind farm, did the assessment of the Facility by any governmental agency measure and assess potential environmental noise impacts from wind turbines? If so, please provide copies of any records with the Application.

5.6 Identify the Texas agency, if any, which has on-going regulatory authority over the Facility. Describe any approval process which has taken place in connection with locating the Facility.

5.7 Please state whether any of the following were considered in the assessment and location of wind turbines, and if so, how any negative impacts have/or will be addressed:

- landscape and visual amenity:

- noise impacts (have noise guidelines been developed to assess regulate noise):
- health issues (what health issues, if any, have been identified and what guidelines or policies have been adopted to address potential health impacts, if any:
- economic issues, including potential impacts on property values:
- ecological issues, including potential impacts on threatened species:
- decommissioning and rehabilitation:

The College will rely on the review of the applicable County and on state agencies with regulatory responsibility over the compatibility of the Facility site(s) with the surrounding uses, to include noise impacts, visual amenity and ecological issues.

Section 6. Life of Facility and Decommissioning

Include life projections for the Facility, depreciation schedules for income tax purposes and the decommissioning plan. State if the Owner on the Application is a "pass-through" owner or intends to assign its interest in the Facility and the Abatement Agreement, include proposed contractual language that obligates Owner and any future assignee to comply with the decommissioning plan. To assure the College that the Owner, or Owner's assignee, will perform the decommissioning plan, what financial security, bond or enforceable pledge does the Owner proposed.

Section 7. Noise Auditing and compliance:

Has applicant developed a plan on procedure to undertake compliance monitoring and auditing. If so, please describe and submit relevant documents.

- Does Owner propose to maintain noise monitoring facilities? Will Special audible characteristics such as excessive amplitude modulation (including the van den Berg effect) together with cumulative impacts be considered?

- What noise standards and reporting of noise records have been developed? Does Owner propose to prepare and submit a noise compliance report on a regular basis? If so, to whom? Will Owner make noise compliance reports publicly available.

EXHIBIT A

Application for Tax Abatement

SOUTH TEXAS COLLEGE

Please submit the answers to the following questions and attach any additional pages as needed. Please complete and attach to the application completed Schedules I and II.

Applicant name:

Applicants address and phone number:

Applicant organization:

Type of Business:

Organization address and phone:

Organization Contact:

Contact address and phone:

Proposed project or facility address: **[Need to add address or location]**

1. Provide brief description of project or facility for which tax abatement is sought.

2. Does this property fall under the definition of "Eligible Property" provided in the _____County Guidelines & Criteria?

___ Yes
___ No

3. This application is for (choose one):

___ new plant
___ Expansion
___ Modernization

4. Please list all the taxing jurisdictions in which the proposed project or facility is located.

[Are applications for tax abatement being submitted to all these jurisdictions?]

5. Please describe the nature and scope of the tax abatement that is sought. What is the total estimated taxable value or total range of taxable values of the project or facility for which abatement is sought?

[What is the extent of the abatement being requested?]

[Does (company) contemplate that the Project will be completed in Phases?]

6. What will be the total estimated taxable value or total range of taxable values of the project or facility in the first year after the expiration of the abatement?

[The (amount) represents 5% depreciation over 10 years.]

7. Please attach information describing how the proposed project or facility meets the minimum Requirement for tax abatement outlined in the Guidelines & Criteria.

8. Please attach information on the following aspects of the proposed project or facility:

(1) current value of land and existing improvements, if any;
(2) type, value and purpose of proposed improvements;
(3) productive life of proposed improvements;
(4) impact of proposed improvements and other expenditures on existing jobs;
(5) number and type of new jobs, if any, to be created by proposed improvements and expenditures;
(6) costs to be incurred by the County, if any, to provide facilities or services directly resulting from the new improvements;
(7) types and values of public improvements, if any, to be made by applicant seeking abatement;
(8) estimation of the amount of ad valorem property taxes to be paid to the County after expiration of the abatement agreement;
(9) the impact on the business opportunities of existing businesses and the attraction of new businesses to the area, if any;
(10) the overall compatibility with the zoning ordinances and comprehensive plan, if any, for the area;
(11) whether the applicant's proposed facility or improvement or modernization is an industry which is new to the County.

9. Please attach the following information to this application:

(1) A map and description of the property for which abatement is sought;
(2) A time schedule for completing the planned improvements; and

(3) Basic financial information about yourself and your organization sufficient to enable evaluation of the applicant's financial capacity.

10. Please describe the proposed or existing Reinvestment Zone in which this project will be located.

See Exhibit B

11. Please attach a copy of the County's approved Tax Abatement Agreement with applicant, or, if not yet approved, a copy of the proposed County's Tax Abatement Agreement.

I attest that the information provided in this application is true and correct to the best of my knowledge.

Applicant Signature:

_____

Authorized Representative

Name of Applicant:

Date of application submission:

Exhibit B
Legal Description of Reinvestment Zone
Containing Proposed Project

Please attach a copy of the map of the County's Reinvestment Zone and the location(s) of the facility (ies)

The real property in _____ County, being all of the (lots, block/section) in the _____.

Exhibit C
Map of Project Area

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Discussion and Action as Necessary to Amend and Restate the Terra-Gen Development Company, LLC, Tax Abatement Agreements

a. Monte Cristo Windpower, LLC
b. La Joya Windpower, LLC
c. West Willacy Windpower, LLC (Monte Alto)

Approval to amend and restate the Terra-Gen Development Company, LLC, Tax Abatement Agreements to reflect a new construction commencement date, will be requested at the February 22, 2022 Board meeting.

Purpose – To Amend and Restate three (3) Terra-Gen Development Company, LLC Tax abatement agreements in order to delay the commencement date for two years and to identify in its entirety that the Amended and Restated Tax Abatement Agreements supersede and replace the prior Tax Abatement Agreements.

Justification - Terra-Gen Development Company, LLC requested an amendment and restatement to the Board approved tax abatement agreements for three (3) projects due to the impact of the COVID-19 Pandemic. The amendment and restatement tax abatement agreements for three (3) projects is necessary because Terra-Gen Development Company, LLC was not able to meet the commencement dates of the projects that were approved on November 26, 2019 by the College's Board of Trustees.

Background – On November 26, 2019, the Board of Trustees approved the Terra-Gen Tax Abatement Agreements for the following projects:

A. Buenos Aires Windpower, LLC
B. Monte Cristo Windpower, LLC
C. La Joya Windpower, LLC
D. West Willacy Windpower, LLC (Monte Alto)

On February 25, 2020, the Board of Trustees approved the revisions to the agreements regarding the scholarship's payment dates. The agreements with Terra-Gen include the following terms:

- An estimated 50% tax abatement for each of the four agreements for a period not to exceed ten years (Based on tax abatement percentage scale)

- A lump sum payment to the College of $40,000 per agreement for scholarships

- A $10,000 Payment in Lieu of Taxation (PILOT) to the College per project for each of the ten years of the abatement period

On November 5, 2021, Terra-Gen requested an amendment for the "Commencement Date" for three (3) of the agreements due to the COVID-19 Pandemic impact on the workforce and material availability, which caused a delay in the approved commencement date.

At this time, Terra-Gen is requesting the withdrawal/termination of the Buenos Aires Windpower, LLC agreement. The withdrawal/termination request for the Buenos Aires Windpower, LLC agreement follows in the packet as a separate item.

The proposed commencement date for construction is two years from the original date stated on the agreement under Section III A - Improvements in Enterprise Zone. The proposed commencement dates are as follows:

	Commencement Date Change	
Project	**Current Agreement Approved on 11/26/19**	**Proposed Dates Requested by Terra-Gen on 11/15/21**
A. Monte Cristo Windpower, LLC	June 30, 2021	June 30, 2023
B. La Joya Windpower, LLC	December 31, 2020	December 31, 2022
C. West Willacy Windpower, LLC (Monte Alto)	December 31, 2020	March 31, 2023

Reviewers – The proposed Terra-Gen amend and restate Tax Abatement Agreements have been reviewed by Legal Counsel.

Enclosed Documents – The three (3) proposed Terra-Gen amend and restate tax abatement agreements are included under separate cover in the packet for the Committee's information and review.

Ms. Mary Elizondo, Vice President for Finance and Administrative Services, Robert Peña, Texas Energy Consultants, and/or Terra-Gen Development Company, LLC Representative will provide an update on the Terra-Gen Development Company, LLC, Tax Abatement Agreements and will address any questions from the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, to amend and restate the Terra-Gen Development Company, LLC Tax Abatement Agreements to reflect the revised construction Commencement Date for Monte Cristo Windpower, LLC, La Joya Windpower, LLC, and West Willacy Windpower, LLC (Monte Alto) as presented.

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Discussion and Action as Necessary on Withdrawal/Termination of the Buenos Aires Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement

Approval on Withdrawal/Termination of the Buenos Aires Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement, will be requested at the February 22, 2022 Board Meeting.

Purpose – To withdraw/terminate the Buenos Aires Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement as the project did not proceed as planned due to anticipated delays related to COVID-19 Pandemic and will not meet the development and construction timeline outlined in the approved agreement.

Justification - On November 5, 2021, Terra-Gen Development Company, LLC requested the withdrawal/termination of the Buenos Aires Windpower, LLC due to the COVID-19 Pandemic impact on the workforce and material availability, which caused a delay and will not meet the development and construction.

Background – On November 26, 2019, the Board of Trustees approved the Terra-Gen Tax Abatement Agreements for the following projects:

A. Buenos Aires Windpower, LLC
B. Monte Cristo Windpower, LLC
C. La Joya Windpower, LLC
D. West Willacy Windpower, LLC (Monte Alto)

On February 25, 2020, the Board of Trustees approved the revisions to the agreements regarding the scholarship's payment dates. The agreements with Terra-Gen include the following terms:

- An estimated 50% tax abatement for each of the four agreements for a period not to exceed ten years (based on tax abatement percentages scale)
- A lump sum payment to the College of $40,000 per agreement for scholarships
- A $10,000 Payment in Lieu of Taxation (PILOT) to the College per project for each of the ten years of the abatement period

The Terra-Gen Development Company, LLC, is requesting the following:

Project	Current Agreement Approved on 11/26/19	Requested by Terra-Gen on 11/05/21
A. Buenos Aires Windpower, LLC	Commencement Date of June 30, 2021	Withdrawal and Termination

Reviewers – The Buenos Aires Windpower, LLC Withdrawal/Termination Tax Abatement Agreement Letter has been reviewed by Legal Counsel.

Enclosed Documents – The Buenos Aires Windpower, LLC Withdrawal/Termination Tax Abatement Agreement Letter follows in the packet for the Committee's information and review.

Ms. Mary Elizondo, Vice President for Finance and Administrative Services, Robert Peña, Texas Energy Consultants and/or Terra-Gen Development Company, LLC Representative will provide an update on the Terra-Gen Development Company, LLC, Tax Abatement Agreements and will address any questions from the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, on the Withdrawal/Termination of the Buenos Aires Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Agreement as presented.

TERRA-GEN

www.terra-gen.com

November 5, 2021

South Texas College Board of Trustees
3201 West Pecan
McAllen, TX 78501

RE: **Withdrawal/Termination of Tax Abatement Agreement – Buenos Aires Windpower, LLC**

Dear College Board Members,

This letter is in reference to the Tax Abatement Agreement ("Agreement") between the South Texas College and Buenos Aires Windpower, LLC ("Buenos Aires Windpower") dated February 25, 2020.

Buenos Aires Windpower is hereby requesting that the South Texas College Board approve the withdrawal/termination of the Tax Abatement Agreement. Terra-Gen has continuously developed Buenos Aires Windpower, however was unable achieve commencement of construction due to certain delays, including those related to the COVID-19 pandemic and supply chain issues. Therefore, the project will not meet the development and construction timeline outlined in the Agreement and our reason for termination of only the Buenos Aires Windpower agreement.

We sincerely appreciate South Texas College's willingness to participate in the Chapter 312 process with us. Thank You always for your support!

Sincerely,

Milt Howard

Milton Howard,
Vice President, Development
Terra-Gen Development, LLC

11455 El Camino Real, Suite 160 | San Diego, CA 92130 | Office: 858.764.3754 | Fax: 858.764.3721

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Discussion and Action as Necessary on Monte Alto II Windpower, LLC (Terra-Gen Development Company, LLC) Tax Abatement Application, Agreement, and Resolution 2022-010 Approving the Agreement

Approval of the Monte Alto II Windpower, LLC (Terra-Gen Development Company, LLC), Tax Abatement Application, Agreement, and Resolution 2022-010 Approving the Agreement will be requested at the February 22, 2022 Board meeting, subject to the Board approving the guidelines and criteria and an exception to the minimum threshold of $200 million.

Purpose – Terra-Gen Development Company, LLC, has submitted an application for tax abatement for their wind powered electric generating facility in Hidalgo County. Approval of the tax abatement application, agreement, and resolution 2022-010 is needed in order for the College to participate in a tax abatement agreement with a wind power renewable energy company.

Justification – Property Tax Code Chapter 312 authorizes a taxing unit to enter into a tax abatement agreement in order to offer a temporary real property and/or tangible personal property tax abatement for a limited period of time as an inducement for financial investment in the development or redevelopment of certain taxable property. The property tax code requires that a taxing unit establish guidelines and criteria governing tax abatement agreements and approve a resolution to allow the College to participate in tax abatements.

Background – The Board of Trustees adopted the current guidelines and criteria, and resolution electing to participate in Tax Abatement Agreements on November 26, 2019. The College's Guidelines and Criteria for Granting Tax Abatements are effective for a two-year period from the adoption date. As a result, the renewal of the Guidelines and Criteria for Granting Tax Abatements will be reviewed by the Board at the February 22, 2022 Board meeting for the period of February 2022 to January 2024. The current New Capital Investment minimum threshold is $200 million.

On January 10, 2022, Terra-Gen Development Company, LLC., indicated they would be splitting the Monte Alto Tax Abatement project into Monte Alto Windpower, LLC project and the Monte Alto II Windpower, LLC project and requesting approval of a new tax abatement project for Monte Alto II. The new Monte Alto II Tax Abatement Agreement submitted by Terra-Gen reflects a total project value of $156 million which is below the $200 million threshold required in the Guidelines.

Reviewers – Business Office Staff, Legal Counsel, and Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, have reviewed this item and will discuss and provide additional information and address questions by the Committee as needed.

Enclosed Documents – Monte Alto II Windpower, LLC Tax Abatement Application and Tax Abatement Agreement are included under separate cover for the Committee's information and review. Resolution 2022-010 was submitted to Legal Counsel for review and it follows in the packet for the Committee's information and review.

Ms. Mary Elizondo, Vice President for Finance and Administrative Services, Robert Pena, Texas Energy Consultants and/or Terra-Gen Development Company Representative will address any questions on the Monte Alto II Windpower, LLC, Tax Abatement from the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, to take action as necessary regarding Monte Alto II Windpower, LLC Tax Abatement, including the exception to the guidelines minimum threshold level and the resolution as presented.

A RESOLUTION NO. 2022-010 AND ORDER APPROVING TAX ABATEMENT AGREEMENT BETWEEN MONTE ALTO II WINDPOWER, LLC AND SOUTH TEXAS COLLEGE - HIDALGO COUNTY, TX

WHEREAS, Hidalgo County, Texas ("the County") designated the Hidalgo County Enterprise Zone ("the Zone") by order of the Commissioners' Court of Hidalgo County, Texas dated _____, 2022;

WHEREAS, MONTE ALTO II WINDPOWER, LLC contemplates making certain improvements to the real property located within the Zone consisting of a wind powered electric power generating facility (the "Wind Power Project")

WHEREAS, a request for the tax abatement has been submitted with the College and that the request does not meet the requirements of the Guidelines and Criteria for Granting Tax Abatement Hidalgo County Enterprise Zone in the Hidalgo County, Texas, but an exception is approved in;

WHEREAS, the Board of Trustees of South Texas College has elected to become eligible to participate in tax abatements; and

WHEREAS, MONTE ALTO II WINDPOWER, LLC and SOUTH TEXAS COLLEGE have agreed upon the terms of a Tax Abatement Agreement;

NOW THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES of SOUTH TEXAS COLLEGE:

1. That the tax abatement agreement in substantially the form attached hereto as Exhibit A ("Tax Abatement Agreement") and made a part hereof is hereby approved pursuant to the South Texas College Guidelines and Criteria for Granting Tax Abatements, and

2. That the Chairman of the Board and the Secretary of the Board are herby authorized to enter into, Execute and deliver the Tax Abatement Agreement on behalf of South Texas College.

PASSED AND APPROVED at this public hearing of the Board of Trustees, at which a quorum was present, on the _____ day of _____, 2022.

_____ Date:_____

Ms. Rose Benavidez, Chairman

ATTESTED:_____

Ms. Victoria Cantú, Secretary Date:_____

Exhibit A Tax

Abatement Agreement

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Review and Action as Necessary on Award of Proposals, Purchases, and Renewals

Approval of the following award of proposals, purchases, and renewals will be requested at the February 22, 2022 Board meeting.

The Director of Purchasing has reviewed each item, including the procurement procedures and evaluation of all responses, and recommends approval as follows:

A. Award of Proposals
B. Purchases and Renewals
- **a. Instructional Items**
- **b. Non-Instructional Items**
- **c. Technology Items**

A. Award of Proposals

1) Advertising Services (Award)
Award the proposal for advertising services for the period beginning March 1, 2022 through February 28, 2023 with two one-year options to renew, at an estimated amount of $653,400.00. The vendors are as follows:

Vendors	Vendors
Acme Partnership, LP. (Austin, TX)	**Advertir, Inc.** (McAllen, TX) (New)
Advance Publishing, LLC. (Pharr, TX)	**ASG, LLC./ dba De Shopping en Texas** (McAllen, TX) (New)
AIM Media Texas Operating, LLC. (McAllen, TX)	**Catholic Diocese of Brownsville** (Brownsville, TX)
Cobalt Digital Marketing, LLC. (McAllen, TX) (New)	**Entravision Communications** (McAllen, TX)
Fantich Media (McAllen, TX) (New)	**GC Publishing, LLC./ dba Edible RGV** (Brownsville, TX)
ICP, LLC./ dba Mexico Industry (McAllen, TX) (New)	**I Heart Media** (Weslaco, TX)
Image House Media, LLC. (McAllen, TX)	**Lamar Advertising** (San Benito, TX)
MADD Media, LLC. (McAllen, TX) (New)	**Media Choice, LLC.** (Austin, TX)
Mega Doctor News (McAllen, TX)	**NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM** (McAllen, TX)
Nexstar Media, Inc. (Harlingen, TX) (New)	**Radio United, LLC.** (McAllen, TX) (New)
RGVision Media (Mission, TX)	**Screenvision Media** (Highland Village, TX)
Starchannel Marketing, LLC. (McAllen, TX)	**Starr County Town Crier** (Rio Grande City, TX)

Vendors	Vendors
Texas Border Business (McAllen, TX)	**Urban One, Inc.** (Silver Spring, MD) (New)
VBR Media / Valley Business Report (Clermont, FL)	**VisionPoint Marketing, LLC.** (Raleigh, NC) (New)

Purpose – Public Relations and Marketing is requesting to purchase advertising services to be used district-wide for marketing purposes and other related services on an as-needed basis. Advertising includes but is not limited to newspaper, magazine, television, radio, website, blog, cinema, billboard, and other out-of-home opportunities.

Justification and Benefit – South Texas College is seeing an ever-increasing competitive environment at a time of increasingly stretched resources. National demographic changes, unique regional population shifts, resulting in increasing competition for shrinking numbers of traditional-age college students, require very purposeful strategic positioning of the College, and highly targeted advertising tactics to deliver that message.

Background – Proposal documents were advertised on January 5, 2022 and January 12, 2022 and issued to ninety-three (93) vendors. Twenty-eight (28) responses were received on January 26, 2022, which were reviewed by Public Relations and Marketing and the Purchasing Department.

Funds for this expenditure are budgeted in the Advertising Services budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

2) Digital Advertising Services (Award)
Award the proposal for digital adverting services for the period beginning March 1, 2022 through February 28, 2023, with two one-year options to renew, at an estimated amount of $435,600.00. The vendors are as follows:

Vendors	Vendors
25th Hour Communications, Inc. (Westwood, MA)	**Acme Partnership, LP.** (Austin, TX)
Advertir, Inc. (McAllen, TX) (New)	**Advertising Solutions Group, LLC./ dba De Shopping en Texas** (McAllen, TX) (New)
AIM Media Texas Operating, LLC. (McAllen, TX)	**Carlberg, LLC./ dba Carlberg Branding & Advertising** (Houston, TX)
Catholic Diocese of Brownsville (Brownsville, TX)	**Cobalt Digital Marketing, LLC.** (McAllen, TX) (New)
Entravision Communications (McAllen, TX)	**Estrella Digital Media** (McAllen, TX) (New)
Fantich Media (McAllen, TX) (New)	**ICP, LLC./ dba Mexico Industry** (McAllen, TX) (New)
I Heart Media (Weslaco, TX)	**Image House Media, LLC.** (McAllen, TX)

Vendors	Vendors
International Publicity and Representation, Inc. (McAllen, TX)	**Lamar Advertising** (San Benito, TX)
MADD Media, LLC. (McAllen, TX) (New)	**Media Choice, LLC.** (Austin, TX)
Mega Doctor News (McAllen, TX) (New)	**NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM** (McAllen, TX)
Nexstar Media, Inc. (Harlingen, TX) (New)	**OZAY, LLC./ dba CODESM** (Pharr, TX) (New)
Radio United, LLC. (McAllen, TX) (New)	**ReachLocal, Inc.** (Woodland Hills, CA)
Revista Expresion (Hidalgo, TX) (New)	**Spectrum Reach / Charter Communications Holding, LLC.** (McAllen, TX)
Starr County Town Crier (Rio Grande City, TX)	**Texas Border Business** (McAllen, TX)
Univision Radio (McAllen, TX)	**Urban One, Inc.** (Silver Spring, MD) (New)
Urban TVs, LLC. (Palmview, TX) (New)	**Vision Point Marketing, LLC.** (Raleigh, NC) (New)

Purpose – Public Information and Marketing is requesting to purchase digital advertising services to be used district-wide for marketing purposes and other related services on an as-needed basis. Digital advertising includes but is not limited to social media, YouTube, streaming TV/radio, display, pay-per-click, geotargeting, and other digital opportunities.

Justification and Benefit – South Texas College is seeing an ever-increasing competitive environment at a time of increasingly stretched resources. National demographic changes, unique regional population shifts, resulting in increasing competition for shrinking numbers of traditional-age college students, require very purposeful strategic positioning of the College, and highly targeted advertising tactics to deliver that message.

Background – Proposal documents were advertised on January 5, 2022 and January 12, 2022 and issued to ninety-one (91) vendors. Thirty-two (32) responses were received on January 26, 2022 which were reviewed by Public Relations and Marketing and the Purchasing Department.

Funds for this expenditure are budgeted in the Advertising Services budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

3) Library Materials Moving Services (Award)
Award the proposal for library materials moving services to **Library Interiors of Texas** (Lakeway, TX) (New), for the period beginning May 1, 2022 through April 30, 2023 with two one-year options to renew, at an estimated amount of $117,048.00.

The services will include the following: to remove, pack, move, and shelve in proper order library print collections and, where required, disassemble and move library shelving as directed by the College in connection with

- the removal of print books at Pecan Campus Library
- the disassembly of a compact shelving unit at Pecan Campus Library
- the removal of the print collection from shelving at the Technology Campus Library
- the transportation of print books and dissembled compact shelving unit from Pecan Campus Library to the at the Technology Campus Library
- the assembling of a compact shelving unit at the Technology Campus Library
- the shelving of all print items at the Technology Campus Library and those moved from the Pecan Campus Library
- the removal, packing, and transportation of print items from the Pecan Campus Library to storage at Starr County Campus Library
- the disassembly of two compact shelving units at Pecan Campus Library
- the transportation of disassembled compact shelving units to the Starr County Campus Library

Purpose – Library materials moving services will be required to enable and facilitate the renovation of the Pecan Campus Library through the installation of compact shelving at Technology Campus Library and the movement of library collections and shelving to storage at the Starr County Campus and back to the renovated Pecan Campus library as detailed below:

a. Phase I. The Pecan Campus Library located in McAllen TX will close for approximately two (2) years beginning September 2022 for a renovation. According to current estimates, the move-in date for the renovated campus library building will be Spring/Summer 2024. At or about the time that the Library closes, approximately 65,640 linear inches / 5,470 linear feet (approximately 46,525 items) consisting of print books and serials will be transported to two (2) locations – Technology Campus Library and Starr County Campus storage. The books assigned to the Technology Campus Library will be shelved in Library of Congress Classification order at that location. Before the Pecan Campus Library closes, the remaining collection of approximately 65,640 linear inches / 5,470 linear feet (approximately 46,525 items) will be packed in boxes and transported for storage during the remainder of the renovation at a climate-controlled, location, designated and paid for by STC. Existing compact shelving units will be disassembled and transported to 1) Technology Campus Library (one (1) shelving unit and two (2)) Starr County Campus (two (2) shelving units).
b. Phase II. Once the Pecan Campus Library renovation is completed on or about Spring/Summer 2024, the two (2) compact shelving units and the portion of the library collection in storage at the Starr County Campus will be returned to the renovated library building at Pecan. The two (2) compact shelving units will be reinstalled at the Pecan Campus Library and the portion of the collection returned from storage at the Starr County Campus will be shelved in Library of Congress Classification order in the two (2) reinstalled shelving units by the selected vendor. The portion of the collection

moved to the Technology Campus Library will remain in the Technology Campus Library.

Justification and Benefit – The effective and successful movement of thousands of library materials and associated shelving requires the engagement of a vendor experienced and equipped to safely move these items. The time when services will be needed at each location shall be determined by the progress of the construction project. For this reason, the contract will be for a period of one (1) year with an option to renew for two (2) additional one-year periods.

Background – Proposal documents were advertised on January 5, 2022 and January 12, 2022 and issued to five (5) vendors. Two (2) responses were received on January 25, 2022, which were reviewed by Library Services, Facilities Planning and Construction, and the Purchasing Department.

Funds for this expenditure are budgeted in the Facilities Planning and Construction – Institutional Moves budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

4) Moving Services (Award)
Award the proposal for moving services for the period beginning March 1, 2022 through February 28, 2023 with two one-year options to renew, at an estimated amount of $65,000.00. The vendors are as follows:

- **Gateway Printing & Office Supply, Inc.** (San Antonio, TX)
- **Groves Moving & Storage** (McAllen, TX)

Purpose – Facilities Planning and Construction is requesting moving services for the various moves needed by departments, instructional programs, faculty, and staff.

Justification and Benefit – The moving services will include relocation of furniture, equipment, and other items as needed throughout the College district.

Background – Proposal documents were advertised on January 5, 2022 and January 12, 2022 and issued to seven (7) vendors. Two (2) responses were received on January 25, 2022, which were reviewed by Facilities Planning and Construction and the Purchasing Department.

Funds for this expenditure are budgeted in the Facilities Planning and Construction – Institutional Moves budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

5) Network Cabling Services for Building Renovation Projects (Award)
Award the proposal for network cabling services for building renovation projects for the period beginning March 27, 2022 through March 26, 2023, with two one-year options to renew, at an estimated amount of $280,500.00. The vendors are as follows:

- **Telepro Communications** (Mission, TX)
- **BridgeNet Communications** (Donna, TX)

Purpose – Information Technology (IT) and Facilities Planning and Construction are requesting network cabling services for building renovation projects throughout the district. The renovation projects are listed below:

Campus	Projects
Mid Valley Campus	Workforce Center Welding Expansion and Center for Learning Excellence Building A - Culinary Arts Program
Nursing and Allied Health Campus	East Building A Occupational Therapy Program
Pecan Campus	Student Activities Center Building H Data Cabling Infrastructure Replacement
Pecan Plaza	Building B Dance Studio Improvements
Regional Center for Public Safety Excellence	Canopy for Students/Instructors
Starr County Campus	Workforce Welding Lab Expansion, Workforce Automotive Expansion, North Academic Building C HVAC-R Program, Administration/Bookstore Building A Data Cabling Infrastructure Replacement, Center for Learning Excellence Building B Data Cabling Infrastructure Replacement, and North Academic Building C Data Cabling Infrastructure Replacement

Justification and Benefit – The various renovation projects are scheduled for the upcoming year and due to the scope of the work during the building renovations data drops and network cabling will need to be replaced or added. The new data drops and network cabling will enhance the network/internet services in the buildings scheduled for renovation or upgrade.

Background – Proposal documents were advertised on January 5, 2022 and January 12, 2022 and issued to twelve (12) vendors. Three (3) responses were received on January 25, 2022, which were reviewed by Information Technology, Facilities Planning and Construction, and the Purchasing Department.

Funds for this expenditure are budgeted in the Renewal and Replacement Plant Fund budget for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

B. Purchases and Renewal (B-a. Instructional Items)

6) Mobile Fire Training Ventilation Prop (Purchase)
Purchase a mobile fire training ventilation prop from **Fire Vent, LLC.** (Carson City, NV) (New), a sole source vendor, at a total amount of $107,445.00.

Purpose – The Regional Center for Public Safety Excellence (RCPSE) is requesting to purchase a mobile fire training ventilation prop for student instruction. With is this equipment, the RCPSE will provide continued training to the Fire Science Program students and the Regions Fire agencies.

Justification and Benefit – The mobile fire training ventilation prop is designed to open and close from the traveling position to the training position with the use of two (2) heavy duty hydraulic cylinders. This prop includes the following applications: multi-pitch vertical ventilation, forcible entry, overhead door cutting, fire fighter bailout window, second story window rescue, auto extrication door, activated sprinkler heads, salvage and overhaul, security bar cutting, confined space entry, simulated window breaking, rebar cutting, gable end ventilation cutting, hinge cutting, carriage bolt cutting, and other applications.

This prop will allow students and fire fighters to experience realistic simulated situations in a safe environment which will prepare them for live fires.

Funds for this expenditure are budgeted in the Regional Center for Public Safety Excellence - State budget for FY 2021 – 2022.

7) Graduation Facility Agreement (Purchase/Lease)

Purchase/lease of a graduation facility with the **Vipers Arena, LLC. / dba Bert Ogden Arena** (Edinburg, TX), a sole source vendor, beginning May 5, 2022 through May 7, 2022, at an estimated amount of $60,000.00.

Purpose – The Division of Student Services is requesting a lease agreement for the rental of a facility for graduation ceremonies, which will be held on Friday, May 6, 2022 and May 7, 2022.

Justification and Benefit – The facility will be used for South Texas College Spring graduation ceremonies in May 2022.

Funds for this expenditure are budgeted in the Graduation budget for FY 2021 – 2022.

B. Purchases and Renewals (B-b. Non-Instructional Items)

8) Asset Management, Chemical Inventory, and Inspection Software System (Renewal)

Renew the asset management, chemical inventory, and inspection software system contract with **SafetyStratus, Inc.** (Plano, TX), for the period beginning May 1, 2022 through April 30, 2023, at a total amount of $20,000.00.

Purpose – Facilities Operations and Maintenance is requesting to renew the asset management, chemical inventory, and inspection software system for safety compliance in various areas throughout the College district.

Justification and Benefit – This system assists the Environmental, Health and Safety Program with the management of life saving equipment, compliance inspections, inventorying

chemicals from purchase to disposal in all science laboratories, and provide access to Safety Data Sheets (SDS).

Background – The Board awarded the contract for asset management, chemical inventory, and inspection software system at the March 31, 2020 Board of Trustees meeting for one year with two one-year annual renewals. The last renewal period begins May 1, 2022 and ends April 30, 2023.

Award	Board Meeting Date	Original Term	Renewal Term
Original	03/31/20	05/01/20 – 04/30/21	2 – one year options
1st Renewal	04/27/21		05/01/21 – 04/30/22
2nd Renewal	02/22/22		05/01/22 – 04/30/23

The vendor has complied with all the terms and conditions of the contract and services have been satisfactory.

Funds for this expenditure are budgeted in the Environmental budget for FY 2021 – 2022.

9) Food and Related Non-Food Products (Renewal)
Renew the food and related non-food products contracts for the period beginning April 27, 2022 through April 26, 2023, at an estimated amount of $90,000.00, which is based on prior year expenditures. The vendors are as follows:

- **Ben E. Keith Company** (Fort Worth, TX)
- **Labatt Food Service** (Harlingen, TX)
- **Sysco Central Texas, Inc.** (New Braunfels, TX)

Purpose – The Culinary Arts Program and Mid-Valley Campus Childcare Center are requesting to purchase food and related non-food products for student instruction and the students attending the Mid-Valley Campus Childcare Center as needed.

Justification and Benefit – The food products are necessary for providing breakfast, lunch, and snacks to the students attending the Mid Valley Campus Childcare Center and for students enrolled in the Culinary Arts Program courses at the Pecan and Mid Valley campuses. It is in the best interest of the College to have multiple vendors to be able to purchase at the lowest price to keep food cost down, to obtain the best quality products, and to ensure availability.

Background – The Board awarded the contract for food and related non-food products at the March 31, 2020 Board of Trustees meeting for one year with two one-year annual renewals. The last renewal period begins April 27, 2022 and ends April 26, 2023.

Award	Board Meeting Date	Original Term	Renewal Term
Original	03/31/20	04/27/20 – 04/26/21	2 – one year options
1st Renewal	03/30/21		04/27/21 – 04/26/22
2nd Renewal	02/22/22		04/27/22 – 04/26/23

The vendors have complied with all the terms and conditions of the contract and services have been satisfactory.

Funds for this expenditure are budgeted in the Culinary Arts Program and Mid-Valley Campus Childcare Center – Auxiliary budgets for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

B. Purchases and Renewal (B-c. Technology Items)

10)Computers, Laptops, and Monitors (Purchase)
Purchase of computers, laptops, and monitors from the State of Texas Department of Information Resources (DIR) approved vendor **Dell Marketing, LP**. (Dallas, TX), at a total amount of $75,436.67.

All purchase requests for computers, laptops, and monitors have been evaluated by the Information Technology and the Chief Information Officer. Information Technology does not have refurbished systems available for new hires. Instructional and/or business need must be clearly identified/justified for any equipment that is outside standard configuration or does not replace existing office systems. (Ex. mobile devices)

An itemized list with justification is included for your review and information.

Information Technology used the following criteria when recommending the purchase of technology:

- Systems being requested meet the South Texas College standard configuration
- The new systems will replace an older model (5+ years and out of warranty)
- Software requirements exceed the system capacity

The purchases can be summarized as follows:

- Student Computers
  ⇒ 30 Computers for Learning Commons and Open Labs

- Staff Computers
  ⇒ 2 Computers for Educational Technologies

- Staff Laptops
  ⇒ 4 Laptops for Student Assessment Center
  ⇒ 4 Laptops for Central Receiving Department
  ⇒ 5 Laptops for Dual Credit Programs Community Engagement
  ⇒ 3 Laptops for College Connections

- Faculty Laptop
  ⇒ 1 Laptop for Physics Program

- Staff Monitors
  ⇒ 10 Monitors for Dual Credit Programs Community Engagement

- Grant Staff Laptops
  ⇒ 6 Laptops for Resource Development, Management, and Compliance (HEERF Institutional Grant Award)
  ⇒ 1 Laptop for the Resource Development, Management, and Compliance (Carl Perkins)

Funds for these expenditures are budgeted in the requesting department budgets for FY 2021 - 2022 as follows: Learning Commons and Open Labs, Educational Technologies Maintenance and Replacement, Student Assessment Center, Purchasing/Central Receiving Department, Dual Credit Programs Community Engagement, College Connections, Physics Program, Carl Perkins Grant Compliance, Resource Development, Management and Compliance, and Higher Education Emergency Relief Fund (HEERF).

11) Parking Management System (Purchase)
Purchase a parking management system from **T2 Systems, Inc., a Verra Mobility Company** (Indianapolis, IN) (New), a Sourcewell purchasing cooperative approved vendor, at a total amount of $149,895.57.

Purpose – The Department of Public Safety is requesting to purchase a parking management system which includes software, equipment, and accessories for issuance of parking permits, citations, record keeping, and accounting purposes.

Justification and Benefit – The software, equipment, and accessories are needed for parking permit issuance, citation issuance, reliable record keeping, accounting of permits and citations paid or unpaid, event parking, temporary parking permit issuance, and appeals management. This software will eliminate manual entry and will communicate with existing South Texas College programs such as Banner and TouchNet.

Funds for this expenditure are budgeted in the Department of Public Safety budget for FY 2021 – 2022.

12) Adobe License Software Agreement (Renewal)
Renew/purchase the Adobe license software agreement with **Software House International (SHI) Government Solutions, Inc.** (Austin, TX), a State of Texas Department of Information Resources (DIR) and The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning April 4, 2022 through April 3, 2023, at an estimated amount of $74,790.30.

Purpose – Various South Texas College departments are requesting to renew three hundred eighty-one (381) existing licenses and new licenses will be purchased as needed. It is a non-perpetual license with a one-year software assurance which includes upgrades. The software is used throughout the district by faculty, staff, and students. Therefore, the license renewals are necessary to remain in compliance.

Justification and Benefit – These licenses are used for student instruction by faculty in the Art Program, Architectural and Engineering Design Technology (AEDT) Program, by the students in the AEDT Program labs for assignments, Center for Learning Excellence, student open labs, and staff in Public Relations and Marketing, Client Services, Vice President for Finance and Administrative Services, Division of Nursing and Allied Health, Purchasing, Student Financial Services, Institute for Advanced Manufacturing, and various other instructional programs and departments.

Funds for this expenditure are budgeted in the various department's budgets for FY 2021 – 2022 and FY 2022 – 2023 pending Board approval of the budget.

Recommendation:
It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting the award of proposals, purchases, and renewals as listed below:

A. Award of Proposals
B. Purchases and Renewals
- **a. Instructional Items**
- **b. Non-Instructional Items**
- **c. Technology Items**

A. Award of Proposals

1) **Advertising Services (Award):** award the proposal advertising services for the period beginning March 1, 2022 through February 28, 2023 with two one-year options to renew, at an estimated amount of $653,400.00. The vendors are as follows:

Vendors	Vendors
Acme Partnership, LP. (Austin, TX)	**Advertir, Inc.** (McAllen, TX) (New)
Advance Publishing, LLC. (Pharr, TX)	**ASG, LLC./ dba De Shopping en Texas** (McAllen, TX) (New)
AIM Media Texas Operating, LLC. (McAllen, TX)	**Catholic Diocese of Brownsville** (Brownsville, TX)
Cobalt Digital Marketing, LLC. (McAllen, TX) (New)	**Entravision Communications** (McAllen, TX)
Fantich Media (McAllen, TX) (New)	**GC Publishing, LLC./ dba Edible RGV** (Brownsville, TX)
ICP, LLC./ dba Mexico Industry (McAllen, TX) (New)	**I Heart Media** (Weslaco, TX)
Image House Media, LLC. (McAllen, TX)	**Lamar Advertising** (San Benito, TX)
MADD Media, LLC. (McAllen, TX) (New)	**Media Choice, LLC.** (Austin, TX)
Mega Doctor News (McAllen, TX)	**NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM** (McAllen, TX)

Vendors	Vendors
Nexstar Media, Inc. (Harlingen, TX) (New)	**Radio United, LLC.** (McAllen, TX) (New)
RGVision Media (Mission, TX)	**Screenvision Media** (Highland Village, TX)
Starchannel Marketing, LLC. (McAllen, TX)	**Starr County Town Crier** (Rio Grande City, TX)
Texas Border Business (McAllen, TX)	**Urban One, Inc.** (Silver Spring, MD) (New)
VBR Media / Valley Business Report (Clermont, FL)	**VisionPoint Marketing, LLC.** (Raleigh, NC) (New)

2) **Digital Advertising Services (Award):** award the proposal for the digital advertising services for the period beginning March 1, 2022 through February 28, 2023 with two one-year options to renew, at an estimated amount of $435,600.00. The vendors are as follows:

Vendors	Vendors
25th Hour Communications, Inc. (Westwood, MA)	**Acme Partnership, LP.** (Austin, TX)
Advertir, Inc. (McAllen, TX) (New)	**Advertising Solutions Group, LLC./ dba De Shopping en Texas** (McAllen, TX) (New)
AIM Media Texas Operating, LLC. (McAllen, TX)	**Carlberg, LLC./ dba Carlberg Branding & Advertising** (Houston, TX)
Catholic Diocese of Brownsville (Brownsville, TX)	**Cobalt Digital Marketing, LLC.** (McAllen, TX) (New)
Entravision Communications (McAllen, TX)	**Estrella Digital Media** (McAllen, TX) (New)
Fantich Media (McAllen, TX) (New)	**ICP, LLC./ dba Mexico Industry** (McAllen, TX) (New)
I Heart Media (Weslaco, TX)	**Image House Media, LLC.** (McAllen, TX)
International Publicity and Representation, Inc. (McAllen, TX)	**Lamar Advertising** (San Benito, TX)
MADD Media, LLC. (McAllen, TX) (New)	**Media Choice, LLC.** (Austin, TX)
Mega Doctor News (McAllen, TX) (New)	**NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM** (McAllen, TX)
Nexstar Media, Inc. (Harlingen, TX) (New)	**OZAY, LLC./ dba CODESM** (Pharr, TX) (New)
Radio United, LLC. (McAllen, TX) (New)	**ReachLocal, Inc.** (Woodland Hills, CA)
Revista Expresion (Hidalgo, TX) (New)	**Spectrum Reach / Charter Communications Holding, LLC.** (McAllen, TX)

Vendors	Vendors
Starr County Town Crier (Rio Grande City, TX)	**Texas Border Business** (McAllen, TX)
Univision Radio (McAllen, TX)	**Urban One, Inc.** (Silver Spring, MD) (New)
Urban TVs, LLC. (Palmview, TX) (New)	**Vision Point Marketing, LLC.** (Raleigh, NC) (New)

3) **Library Materials Moving Services (Award):** award the proposal for library materials moving services to **Library Interiors of Texas** (Lakeway, TX) (New) for the period beginning May 1, 2022 through April 30, 2023 with two one-year options to renew, at an estimated amount of $117,048.00;
4) **Moving Services (Award):** award the proposal for moving services for the period beginning March 1, 2022 through February 28, 2023, with two one-year options to renew, at an estimated amount of $65,000.00. The vendors are as follows:
   - **Gateway Printing & Office Supply, Inc.** (San Antonio, TX)
   - **Groves Moving & Storage** (McAllen, TX)
5) **Network Cabling Services for Building Renovation Projects (Award):** award the proposal for network cabling services for building renovation projects for the period beginning March 27, 2022 through March 26, 2023, with two one-year options to renew, at an estimated amount of $280,500.00. The vendors are as follows:
   - **Telepro Communications** (Mission, TX)
   - **BridgeNet Communications** (Donna, TX)

B. Purchases and Renewals (B-a. Instructional Items)

6) **Mobile Fire Training Ventilation Prop (Purchase):** purchase a mobile fire training ventilation prop from **Fire Vent, LLC.** (Carson City, NV) (New), a sole source vendor, at a total amount of $107,445.00;
7) **Graduation Facility Agreement (Lease/purchase):** lease/purchase of a graduation facility with the **Vipers Arena, LLC. / dba Bert Ogden Arena** (Edinburg, TX), a sole source vendor, beginning May 5, 2022 through May 7, 2022, at an estimated amount of $60,000.00;

C. Purchases and Renewals (B-b. Non-Instructional Items)

8) **Asset Management, Chemical Inventory, and Inspection Software System (Renewal):** renew the asset management, chemical inventory, and inspection software system contract with **SafetyStratus, Inc.** (Plano, TX), for the period beginning May 1, 2022 through April 30, 2023, at a total amount of $20,000.00;
9) **Food and Non-Food Related Products (Renewal):** renew the food and non-food related products contracts for the period beginning April 27, 2022 through April 26, 2023, at an estimated amount of $90,000.00, which is based on prior year expenditures. The vendors are as follows:
   - **Ben E. Keith Company** (Fort Worth, TX)
   - **Labatt Food Service** (Harlingen, TX)
   - **Sysco Central Texas, Inc.** (New Braunfels, TX)

C. Purchases and Renewals (B-c. Technology Items)

10) **Computers, Laptops, and Monitors (Purchase):** purchase computers, laptops, and monitors from the State of Texas Department of Information Resources (DIR) approved vendor **Dell Marketing, LP.** (Dallas, TX), at a total amount of $75,436.67;
11) **Parking Management System (Purchase):** purchase a parking management system from **T2 Systems, Inc., a Verra Mobility Company** (Indianapolis, IN) (New), a Sourcewell purchasing cooperative approved vendor, at a total amount of $149,895.57;
12) **Adobe License Software Agreement (Renewal):** renew the Adobe license software agreement with **Software House International (SHI) Government Solutions, Inc.** (Austin, TX), a State of Texas Department of Information Resources (DIR) and The Interlocal Purchasing System (TIPS) purchasing cooperative approved vendor, for the period beginning April 4, 2022 through April 3, 2023, at an estimated amount of $74,790.30.

Recommend Action - The total for all award of proposals, purchases, and renewals is $2,129,115.54.

SOUTH TEXAS COLLEGE
1. ADVERTISING SERVICES
PROJECT NO. 21-22-1034

VENDOR	Acme Partnership, LP.	Advertir, Inc.	Advance Publishing, LLC.	ASG, LLC./ dba De Shopping en Texas	AIM Media Texas Operating, LLC.	Catholic Diocese of Brownsville	Cobalt Digital Marketing, LLC.	Entravision Communications	Fantich Media	GC Publishing, LLC./ dba Edible RGV
ADDRESS	3701 Bee Caves Rd Ste 101	3421 W US Highway 83 Ste 6	217 W Park Ave	801 N Ware Rd	1400 E Nolana	1910 University Blvd	5415 N McColl Rd	801 N Jackson Rd	609 W US Hwy 83	415 Calle Retama
CITY/STATE/ZIP	Austin, TX 78746	McAllen, TX 78501	Pharr, TX 78577	McAllen, TX 78501	McAllen, TX 78504	Brownsville, TX 78520	McAllen, TX 78504	McAllen, TX 78501	McAllen, TX 78501	Brownsville, TX 78520
PHONE	512-693-9905	956-682-5563	956-783-0036	956-630-1740	956-683-4040	956-784-5055	956-792-5900	956-687-4848	956-928-0500	956-469-4920
FAX	512-693-9904	956-686-7335	956-787-8824		956-683-4103			956-687-7784	956-928-0501	
CONTACT	Erik Arredondo	Christopher Julian	Jan Wendorf	Monica Villarreal	Benita Mendell	Paul Binz	Stephanie Hawk	Melba Gutierrez Franklin	Eric Fantich	Jacqueline Folacci
Company Information										
Firm Information	Acme Partnership LP was found in 1997 and has expanded to multiple states. It has run campaigns for advertisers like Coca-Cola and Netflix.	Over 40 years experience building brands, driving traffic and using our client's dollar efficiently and effectively.	Began publication in March 1978. During the subsequent 44 years, we've grown into the largest weekly newspaper in Hidalgo County.	De Shopping is a monthly digital magazine that has used their digital platform, content and marketing strategies to promote businesses of the Rio Grande Valley.	AIM Media Texas is a publisher of daily and non-daily newspapers. It has been in operation since early 1900s.	Valley Catholic Newspaper began publishing in 2009 and has operated continuously ever since.	Locally founded, Cobalt team recognizes the importance of harnessing a wide range of skill sets for the most effective cross platform results.	Since 1994, Entravision Communication is a diversified media, marketing and technology company that reaches and engages Latino consumers in the U.S. offering performance-based solutions and data insights along with television stations and radio stations that includes Spanish-language.	They are committed to serving their clients, building brands, designing, designing strategies through creative marketing and smart media buys. Offers marketing & branding campaign on medias like TV, Social Media Ads, OTT, Digital Audio, Billboards, Website Design, Good Adwords.	Edible Rio Grande Valley originated in Ojai, CA 20 years ago and has since then grown into largest food media company dedicated to telling local food stories. Edible RGV owns over 80 titles across the U.S. and Canada.
Number of Years in Business	24	44	44	15	113	12	6	29	27	Less than 1 Year
Type of Operation	Partnership	Corporation	Sole Proprietorship	Partnership	Partnership	Non-profit Sole Proprietorship	Partnership	Corporation	Corporation	Partnership
Number of Employees	20	7	4	4	150	4	6	70	7	2
Annual Sales Volume			$400,000	$194,120	$16.5M	$33-$36k	$1.1M	$7,000,000	$2,000,000	
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	-- Ryan Solis, Law Office of Ryan Solis -- Jodey Slovak, Central Bolt -- Benjamin Clinton, Raymondville ISD	--Libby Bell, Prominence Health Plan --Mando Correa, Rio Grande Valley Livestock Show --Rick Guerra, Tony Roma's/Macaroni Grill	-- City of McAllen -- Vanguard Academy -- Lone Star National Bank	-- Elizabeth Suarez, McAllen International Airport -- Cindy Ehler, Castle Hospitality LLC -- Isabel Rodriguez, La Plaza Mall Simon Group	-- Victor Villela, UTRGV -- Rebecca Rodriguez, IDEA Schools -- Diana Ybanez, Vanguard Academy	--Taylor Rial, Our Lady of the Lake University --Ricky Ivey, Pueblo Tires --Fidencio Balli, Villa Maria Language Institute	-- Krys Weyand, Santa Cruz Properties -- Enrique Leal, Valley International Airport -- Flo Henderson, Glatz You Did	-- Yvonne Keathley, STVT/Ancor Education -- Elisa Flores, UTRGV -- Edgar Chrnko Salas, Texas Southmost College	-- Pedro Diaz, D-Tronics -- Jennifer Ford, Hacienda Ford -- Robert Treviño, McAllen Public Works & Recycling Center	-- Felicia Edge, Luke Fruia Motors -- Jessica Delgado, Delgado Collective -- Brad Wolfe, North Park Plaza
Describe your understanding of unique localized interests and experiences of higher education.	Students have a profound impact on our local communities through outreach programs and other initiatives. The unique aspects of our local educational institutions embrace and inspire our future leaders.	College of Health Care Professionals	Gained most of its understanding with regard to higher education mainly from two people: Dr. Shirley Reed and Dr. Daniel King.	An important part of growing community is education. Educational clients include UTRGV- Language Institute, GE Nail Beauty College, ICI Sugar & Villa Maria Institutes.	Our company works with multiple institutions of higher learning. We provide them with print, digital, social, direct mail marketing options to meet their specific needs.	To meet the needs and demands of residents, higher education also enjoyed a substantial rapid growth during the 1990s, 2000s and beyond.	Stephanie Hawk's, one of the founders, 30 years experience in business and longstanding record of continued support in multiple capacities to educational institutions help translate business goals into digital marketing tactics to accomplish these.	They continue to work with businesses across the RGV and also partner up with high education institutions to get their educational message out through either TV/Radio Stations in both Spanish & English.	All of their ad buying centralized in the RGV and know that stations & digital media are important to which demographics.	The STC Culinary program will speak to the Edible reader in a myriad of ways engaging students with creative editorial opportunities.
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	None		None	None	None	No	None	None	None	None
What assistance will you require from STC to perform services?	None, only ad copy if needed.		Notify the Advance News Journal when an advertising will be placed.	Information that STC needs to inform the community.	None	Contacts in the STC organization with whom our content developer can collaborate to produce workable strategies in this evolving area	Quarterly planning meetings and monthly meetings to review performance.	Updated credit application for their files and briefing of STC's billing and PO process.	Require a team that is responsive in providing material/creative content needed, answers to any questions, and ability to meet/talk via phone, zoom, text/email or in person.	STC will need to select and design the ad and provide file. Design Services are available if needed.
Pricing Information										
Price Range Information	Price Range: $1,500/mo - $2,000/mo	15% of gross media buy, if media does not pay commission, 17.65% will be added.	$56.25 -$930.00	Banner price range: $350 - $800/mo Banner Redesign: $30 Landscaping Page: $24 Photo Shoot (20 HD photos): $ 240 Advertising Editorial: $30	Digital AIM Pricing Sheet provided for various digital solutions	$250/week - $2,000/month	Price range: $6,500/mo - 12,750/mo	Price range: $100 (Social Post) - $ 1,700 (TV/Video Content)	Monthly Agency Professional Services: $1,500 (includes meetings, media buying service, billing consolidation, advisory, planning)** Price range: $ 4 CPM (Facebook & Insta Ads) - $75 CPM (OTT)	Refer to AD Rate Card Discount: 10% Non-Profit

SOUTH TEXAS COLLEGE
1. ADVERTISING SERVICES
PROJECT NO. 21-22-1034

VENDOR	ICP, LLC./ dba Mexico Industry	I Heart Media	Image House Media, LLC.	Lamar Advertising	MADD Media, LLC.	Media Choice, LLC.	Mega Doctor News	NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM	Nexstar Media, Inc.	Radio United, LLC.
ADDRESS	802 N Ware Rd	901 E Pike	P O Box 5051	200 Industrial Way	4404 N 7th St	3701 Bee Caves Rd Ste 101	614 S 12th St	200 S 10th St Fl 2	9201 W Expway 83	1300 N 10th St Ste 220-I
CITY/STATE/ZIP	McAllen, TX 78501	Weslaco, TX 78596	McAllen, TX 78502	San Benito, TX 78583	McAllen, TX 78504	Austin, TX 78746	McAllen, TX 78501	McAllen, TX 78501	Harlingen, TX 78552	McAllen, TX 78501
PHONE	956-630-9571	956-975-9202	956-534-7741	956-399-4900	956-369-3663	512-693-9905	956-467-8223	956-686-0040	956-366-4444	956-992-8895
FAX		956-973-9364		956-399-4993		512-693-9904			956-366-4409	956-992-8897
CONTACT	Monica Villarreal	Eva Benavidez	Gerardo (Jerry) Sanchez	Tracy White	Susanna Madrigal	Erik Arredondo	Sylvia Gonzalez	Norma Espinoza	Ana Vela	Cindy Garza
Company Information										
Firm Information	For over 24 years Mexico Industry, a media and publishing company, has been serving the Rio Grande industrial community. Thru their content and marketing strategies, they've been promoting business and investment in the manufacturing industry in both Mexico and Texas RGV.	They have over 30 years of media experience that encompasses radio, television and print. They have more than a handful of outlets to create consistency of message across podcasts, email, targeted display, video, OTT, websites and such.	Image House Media was established in 2008 providing both private and public entities with complete marketing, communications and advertising services including media management. Aside from serving the RGV market, they've also served Laredo, Corpus Christi, San Antonio, Austin and El Paso.	One of the largest outdoor advertising companies in the world providing service for 120 years.	They've grown the business over the last 8 years. They are ROI (return on investment) focused.	Media Choice LLC was found in 1997 and has expanded to multiple states. It has run campaigns for advertisers like Coca-Cola and Netflix.	Mega Doctor News has focused for the past 10 years on providing information on local doctors, their specialties, and health care stories of local interest.			Radio United 2021-2022 R Communications 2012-2021 BMP Radio 2004-2012
Number of Years in Business	24	50	12	120	8	24	10	8	26	1
Type of Operation	Partnership	Corporation	Corporation	Corporation	Sole Proprietorship	Partnership	Sole Proprietorship	LLC	Corporation	Corporation
Number of Employees	3	9,588	6	3300	4	20	6	56	90	70
Annual Sales Volume	$269,000	$11.3 billion	$1,500,000	$1.5 billion	$240,000		$113,000	$10 million		$8 million
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	-- Gabriela Sosa, UTRGV-TMAC -- Rosendo Martinez, Instituto Internacional de Estudios Superiores (IIESS) -- Elizabeth Suarez, McAllen Miller Internal Airport	-- Michael Washington, University of Phoenix -- Patrick Gonzalez, UT RGV -- Jodi Neely, Western Governors University	-- Dr. Kimberly Selber, UT RGV Marketing & Communications -- Jose Contreras, North Park Lexus -- Ford Sasser, Rio Bank	-- Charlie Castleman, Texas A&M Kingsville -- Edgar Salas, Texas Southmost College --- Elisa Flores, UTRGV	-- Sony Rego, Santa Fe Steakhouse -- Mr. Shepard, Shepard Insurance -- Bob McCreery, McCreery Aviation	-- Ryan Solis, Law Office of Ryan Solis -- Joedy Slovak, Central Bolt -- Benjamin Clinton, Raymondville ISD	-- R-Myna Evans, DHR Health -- Marsha Green, Bert Odgen Dealerships	--Hidalgo County --La Joya ISD --University of Texas Rio Grande Valley	-- Isabel Castro, UT RGV -- Edgar Chrnko, Texas Southmost College -- Pat Little, Texas A&M Kingsville	--Texas Southmost College --McAllen ISD --Edinburg ECISD
Describe your understanding of unique localized interests and experiences of higher education.	Their educational clients include UTRGV since 2001 and IIESS for more than 23 years.	The unique bicultural environment that the RGV has due to the proximity of the border and the growth seen of several institutions including STC is proof that we have a thirsty community for more opportunities, more successes, more income for our families.	ImageHouse Team's connection to the RGV region gives a them a strong foundation of understanding the unique localized interests here. The experience from working with STC on different grant initiatives has given them a lot of experience working with higher ed institutes.	Education is the key to success; therefore it is important for students to graduate from high school and go to an affordable and local college.	An education in the RGV delivers more than just a plaque on the wall, it's a ticket to better life.	Students have a profound impact on our local communities through outreach programs and other initiatives. The unique aspects of our local educational institutions embrace and inspire our future leaders.	The Valley is experiencing growth in the health care industry and needs more education and healthcare careers.	Higher education is one our company pillars.		Community sponsorship participation in the local market for STARS Scholarship, VAMOS, IDEA Public School Gala, STC Night with the Stars.
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	None	None	None	None	None	None	None	None		No
What assistance will you require from STC to perform services?	The information that STC needs to relay the community.	Direction and occasional meeting face-to-face.	Will need collaboration on and communicate specs and sizes on creative. Additionally, may request advertising and read-only access to certain digital accounts.	None		None, only ad copy if needed.	None required.	We just require communication.		Dialogue and communication to ensure successful execution of campaign. Provide demographic and targeted details in creating successful campaign.
Pricing Information										
Price Range Information	Price range: $1,000/mo (Supper Banner) - $250 (Social Media Post- 1 mention)	Price range: $3,000 (iHeart Streaming Audio Network) - $25,000 (Extended Video OTT Network) 03/15/2022 -12/18/2022	Price range: $1,320 (Digital Poster, 52 weeks) - $2,800 (Digital Bulletin, 52 weeks) Additional rates can be access via Dropbox through link/ QR code provided	Price range for ea 14x48 Digital Billboards per 4 week billing period: $ 1,800 (Qty 6+) - $2,800 (Qty 1-3)	Price: $600/mo- covers local meetings, overall insight, placement and recommendations, collaboration and account management not exceeding 8 hours/mo. Placements vary depending on scope & goals of ea project.	Price range for 14'x48' LED Digital Outdoor Board: $1,800/mo - $2,000/mo	Price range: $725/mo (Header Tile) - $2,250 (Billboard-Large)	$10,000 - $117,647.01	Rates vary	Rates vary by radio station

SOUTH TEXAS COLLEGE
1. ADVERTISING SERVICES
PROJECT NO. 21-22-1034

VENDOR	RGVIsion Media	Screenvision Media	Starchannel Marketing, LLC.	Starr County Town Crier	Texas Border Business	Urban One, Inc.	VBR Media/ Valley Business Report	VisionPoint Marketing, LLC.
ADDRESS	801 N Bryan Rd	818 Shady Meadow Dr.	4909 N McColl Rd	216 S Norris Dr	614 S 12th St	1010 Wayne Ave 14th Fl	P O Box 136743	3210 Fairhill Dr Ste 150
CITY/STATE/ZIP	Mission, TX 78572	Highland Village, TX 75077	McAllen, TX 78504	Rio Grande City, TX 78582	McAllen, TX 78501	Silver Spring, MD 20910	Clermont, FL 34713	Raleigh, NC 27612
PHONE	956-566-6598	469-400-7908	956-972-1117	956-487-6544	956-467-8223	301-429-3200	956-310-8953	919-848-2018
FAX			956-972-0476	956-487-6165		301-628-5578		919-322-4439
CONTACT	Gabriel Puente	Jaci McCollum	Myrthala Sauceda	Jorge E. Canales	Sylvia Gonzalez	Karen Wishart	Todd Breland	Hayley Rogers
Company Information								
Firm Information	RGV based marketing firm serves clients across the state of Texas, focusing on content marketing , storytelling, digital marketing, and marketing strategy for local businesses, government entities, and nonprofits.	The Screenvision Media cinema and digital advertising network includes over 15,000 screens, more than 2,400 theater locations, and 335 universities in every state and 93% of U. S. designated market areas, and through this network delivers more than 500 million consumer touches annually. Headquartered in New York City for over 25 years, Screenvision provides on-screen advertising, in-lobby promotions and integrated digital marketing programs, with offices in New York, Chicago, and Los Angeles.	Starchannel Marketing, LLC has been operating as a marketing company for over 14 years in the RGV, El Paso, and Laredo, TX. They serve as a liaison between American companies and Spanish language programming and stations appealing to the Hispanic market.		It is a Valley newspaper that is focused on promoting opportunities in business, education, and banking and considered a credible news source.	Our company is a strong advocate for building public trust in local institutions using media platforms that reach millions of listeners each month. Radio One has experience working with the Texas community and projects impacting postsecondary institutions.	VBR is online and print, pro-business and pro-community news source and it's purpose has been since 2009 to provide pro-business news about and for the RGV.	Spent over 19 years serving higher education and delivering the types of outcomes client's have envisioned. Some accomplishments include driving a 5% increase in full-time equivalent enrollment, 8.2% lift in brand awareness and more.
Number of Years in Business	12	20+	14 Years	36	16	41	12.5 Years	20
Type of Operation	9	Corporation	Corporation	Corporation	Sole Proprietorship	Corporation	Sole Proprietorship	Partnership
Number of Employees	9	200	14	6	6	1,156	6 contract workers	60
Annual Sales Volume	$1.2 million	$200M	$3,000,000		$320,000	$440 million	$95K -$110K	$13 million
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	-- Kris Karr, Lacks Fine Furniture -- RGV Cosmetic Surgery Center -- Raudel Garza, Harlingen EDC		-- Elisa Flores, UTRGV Marketing -- Edgar Chrnko Salas, Texas Southmost College -- Shirley Bralley, Charlie Clark Nissan		-- Ron Garza, Edinburg EDC -- Edna De Saro, Lone Star National Bank	--Lee Bouldin, College of Biblical Studies --Annette Reid Blaylock, Tarrant County College --Deekay Fox, Uplift Education	-- Edna De Sara, Lone Star National Bank --Randy Summers, Davis Equity Realty	--Mission College --West Valley Community College --University of Texas at Arlington
Describe your understanding of unique localized interests and experiences of higher education.	RGVision understands that providing higher education and technical skills training is vital to the region's economic growth.	As a lifelong resident of Texas and over 20 years' experience as a digital ad consultant for higher learning institutions such as Dallas College, Jaci has insight into the marketing needs of local community colleges. As a result of trust and expertise, Dallas Community College became a long-term client.	There experience consists of working with many higher educational institution hand in hand with entire campaigns, annual plans, special events and more.		This area is considered a source of local income workers who need education and skills training to improve their future.	Former collaborations with institutions of higher education focused on specific client needs.	Higher Education is the key our region's success- both economically and quality of life.	
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	No	Timely ad submission and notification of any changes or requests throughout the add campaign duration.	None		None	No	None	
What assistance will you require from STC to perform services?	Assistant from the marketing team to provide data and transparency on efforts to ensure we align on the goals for STC.	Communication with direct line of contact of needed deliverables.	They will coordinate with STC marketing team to provide what is needed.		None	Timely communication, creative collaboration with decision makers.	None	
Pricing Information								
Price Range Information	Media buying fee: 15% Social media strategy and execution: $1,800/month Artwork: $150/hour Video shooting: $1,600/day Editing: $800/hour Written Content: $350/article	$16,745 -$53,860	Price range for (:30) second spots: $45 - $400	Upon Request	Price range: $725/mo (Header Tile) - $2,250/mo (LG Billboard)	Houston Packet: $250/day - $3,000 Dallas Packet: $250/day - $3,000	Rates vary	$109,012.50 + media budget to be spent.

SOUTH TEXAS COLLEGE
2. DIGITAL ADVERTISING SERVICES
PROJECT NO. 21-22-1035

VENDOR	25th Hour Communications, Inc.	Acme Partnership, LP.	Advertir, Inc.	Advertising Solutions Group, LLC./ dba De Shopping en Texas	AIM Media Texas Operating, LLC.	Carlberg, LLC./ dba Carlberg Branding & Advertising	Catholic Diocese of Brownsville	Cobalt Digital Marketing, LLC.	Entravision Communications	Estrella Digital Media	Fantich Media
ADDRESS	34 Glen Rd	3701 Bee Caves Rd Ste 101	3421 W US HW 83 Ste 6	801 N Ware Rd	1400 E Nolana	1900 W Loop S Ste 1100	1910 University Blvd	5415 N McColl Rd	801 N Jackson Rd	4909 N McColl Rd	609 W US Hwy 83
CITY/STATE/ZIP	Westwood, MA 02090	Austin, TX 78746	McAllen, TX 78501	McAllen, TX 78501	McAllen, TX 78504	Houston, TX 77027	Brownsville, TX 78520	McAllen, TX 78504	McAllen, TX 78501	McAllen, TX 78504	McAllen, TX 78501
PHONE	805-221-5988	512-693-9905	956-682-5563	956-630-1740	956-683-4040	713-965-0764	956-784-5055	956-792-5900	956-687-4848	956-202-3322	956-928-0500
FAX	805-296-3654	512-693-9904	956-686-7335		956-683-4103				956-687-7784	956-972-0476	956-928-0501
CONTACT	Trish Lamantia	Erik Arredondo	Christopher Julian	Monica Villarreal	Benita Mendell	Chuck Carlberg	Paul Binz	Stephanie Hawk	Melba Gutierrez Franklin	Emmett Wells	Eric Fantich
Company Information											
Firm Information	Experts in higher education communications and marketing by bringing a fresh, new 360-degree perspective to your marketing, communication and advancement challenges.		Over 40 years experience building brands, driving traffic and using our client's dollar efficiently and effectively.	De Shopping is a monthly digital magazine that has used their digital platform, content and marketing strategies to promote businesses of the Rio Grande Valley.		50 year old company that has worked with Lone Star College System, San Jacinto College and many universities. Company helps create campaigns that increase enrollment growth, boosting student retention rates, opening donor wallets and more.	Valley Catholic Newspaper began publishing in 2009 and has operated continuously ever since.	Locally founded, Cobalt team recognizes the importance of harnessing a wide range of skill sets for the most effective cross platform results.	Since 1994, Entravision Communication is a diversified media, marketing and technology company that reaches and engages Latino consumers in the U.S. offering performance-based solutions and data insights along with television stations and radio stations that includes Spanish-language.	They have over 25 years of marketing experience in local and regional marketing campaign development and execution. Their primary value for their customers is a unified marketing solution that is transparent and monitored daily.	They are committed to serving their clients, building brands, designing, designing strategies through creative marketing and smart media buys. Offers marketing & branding campaign on medias like TV, Social Media Ads, OTT, Digital Audio, Billboards, Website Design, Good Adwords.
Number of Years in Business	12	24	44	15	113	50 (as Carlberg, LLC, eight months)	12	6	29	2	27
Type of Operation	Corporation	Partnership	Corporation	Partnership	Partnership	LLC (taxed as S Corporation)	Non-Profit Sole Proprietorship	Partnership	Corporation	Corporation	Corporation
Number of Employees	18	20	7	4	150	15	4	6	70	6	7
Annual Sales Volume	$3.9 million			$194,120	$16.5M	$3.5 million (2021)	$33-$36k	$1.1M	$7,000,000	$4,000,000	$2,000,000
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	--Kim Hagerty, Community Colleges of Spokane --Jennifer K. Boehmer, Linn Benton Community College --Diana Rodriguez, San Bernardino Valley College	-- Ryan Solis, Law Office of Ryan Solis -- Joedy Slovak, Central Bolt -- Benjamin Clinton, Raymondville ISD	--Libby Bell, Prominence Health Plan --Mando Correa, Rio Grande Valley Livestock Show --Rick Guerra, Tony Roma's/Macaroni Grill	-- Elizabeth Suarez, McAllen International Airport -- Cindy Ehler, Castle Hospitality LLC -- Isabela Rodriguez, La Plaza Mall Simon Group	-- Victoria Villela, UTRGV -- Rebecca Rodriguez, IDEA Schools -- Diana Ybanez, Vanguard Academy	--Jill Still, Stephen F. Austin State University --Rose Hochner Nelson, University of Texas Health Science Center at Houston --Barbara A. Merlo, Central Texas College District	--Paola Torres, Pronto Insurance --Juan C. Carlin, Knights of Columbus Insurance	-- Krys Weyand, Santa Cruz Properties -- Enrique Leal, Valley International Airport -- Flo Henderson, Glatz You Did	-- Yvonne Keathley, STVT/Ancora Education -- Elisa Flores, UTRGV -- Edgar Chrnko Salas, Texas Southmost College	-- Donna Barron, Saint Joseph Academy -- Bill/Kaitlyn Eliff, Eliff Motors/Boswell Eliff Ford -- Eliud Medina, Southern Industrial Careers Center -- Roberto Maldonado, CNC Tools Inc	-- Pedro Diaz, D-Tronics -- Jennifer Yoder, Hacienda Ford -- Robert Treviño, McAllen Public Works & Recycling Center
Describe your understanding of unique localized interests and experiences of higher education.	Roots run deep in Texas. We have multiple clients in Texas, and have community college marketing experience. Also have presented before the Texas Higher Education Coordinating Board on behalf of clients	Students have a profound impact on our local communities through outreach programs and other initiatives. The unique aspects of our local educational institutions embrace and inspire our future leaders.	College of Health Care Professionals	An important part of growing community is education. Educational clients include UTRGV- Language Institute, GE Nail Beauty College, ICI Sugar & Villa Maria Institutes.		Offer a full range of digital marketing/advertising services including creative and media buying. Recommends bi-weekly to consult, brainstorm and receive feedback.	To meet the needs and demands of residents, higher education also enjoyed a substantial rapid growth during the 1990s, 2000s and beyond.	Stephanie Hawk's, one of the founders, 30 years experience in business and longstanding record of continued support in multiple capacities to educational institutions help translate business goals into digital marketing tactics to accomplish these.	They continue to work with businesses across the RGV and also partner up with high education institutions to get their educational message out through either TV/Radio Stations in both Spanish & English.	They work with educational institutions like STC because they recognize that our market demands a better qualified labor pool and the role of higher learning in our market is to anticipate those needs to the labor acumen meets the demand.	All of their ad buying centralized in the RGV and know that stations & digital media are important to which demographics.
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	Rarely have difficulties with marketing and digital services.	No		None	None	No due to extensive experience working with higher education institutions.	No	None	None	None	None
What assistance will you require from STC to perform services?	Time for meetings, occasional telephone calls to discuss any issues that may arise, creative assets, and internal approval process.	None, only ad copy if needed.		Information that STC needs to inform the community.	None	Open communication and timely responses.	Contacts in the STC organization with whom our content developer can collaborate to produce workable strategies in this evolving area	Quarterly planning meetings and monthly meetings to review performance.	Updated credit application for their files and briefing of STC's billing and PO process.	All campaigns will be submitted with authorization. Upon approval, execution of live campaigns take 72 hours. No special assistance is identified at this time.	Require a team that is responsive in providing material/creative content needed, answers to any questions, and ability to meet/talk via phone, zoom, text/email or in person.
Pricing Information											
Price Range Information	12.5% of Media Spend	$1,500/month - $2,000/month	15% of gross media buy, if media does not pay commission, 17.65% will be added.	Banner price range: $350 - $800/mo Banner Redesign: $30 Landscaping Page: $24 Photo Shoot (20 HD photos): $ 240 Advertising Editorial: $30	Digital AIM Pricing Sheet provided for various digital solutions	Monthly retainer of $2,500 + CPM (costs per impressions) which range from $7 to $2,500.	$250/week - $2,000/month	Price range: $6,500/mo - 12,750/mo	Price range: $100 (Social Post) - $ 1,700 (TV/Video Content)	Price range: $8.50 Display (CPM avg) - $390/channel (Social Media)	Monthly Agency Professional Services: $1,500 (includes meetings, media buying service, billing consolidation, advisory, planning)** Price range: $ 4 CPM (Facebook & Insta Ads) - $75 CPM (OTT)

SOUTH TEXAS COLLEGE
2. DIGITAL ADVERTISING SERVICES
PROJECT NO. 21-22-1035

VENDOR	ICP, LLC./ dba Mexico Industry	I Heart Media	Image House Media, LLC.	International Publicity and Representation, Inc.	Lamar Advertising	MADD Media, LLC.	Media Choice, LLC.	Mega Doctor News	NBCUniversal, LLC. Telemundo Rio Grande Valley aka KTLM	Nexstar Media, Inc.	OZAY, LLC./ dba CODESM
ADDRESS	802 N Ware Rd	901 E Pike	P O Box 5051	300 W Dallas Ave	2001 Industrial Way	4404 N 7th St	3701 Bee Caves Rd Ste 101	614 S 12th St	200 S 10th St Fl 2	9201 W Expway 83	3900 N Jackson Rd
CITY/STATE/ZIP	McAllen, TX 78501	Weslaco, TX 78596	McAllen, TX 78502	McAllen, TX 78501	San Benito, TX 78583	McAllen, TX 78504	Austin, TX 78746	McAllen, TX 78501	McAllen, TX 78501	Harlingen, TX 78552	Pharr, TX 78577
PHONE	956-630-9571	956-975-9202	956-534-7741	956-686-2604	956-399-4900	956-369-3663	512-693-9905	956-467-8223	956-686-0040	956-366-4444	956-752-1146
FAX		956-973-9364			956-399-4993		512-693-9904			956-366-4409	
CONTACT	Monica Villarreal	Eva Benavidez	Gerardo (Jerry) Sanchez	Heriberto Deandar	Tracy White	Susanna Madrigal	Erik Arredondo	Sylvia Gonzalez	Norma Espinoza	Robin Lillard	David Armstrong
Company Information											
Firm Information	For over 24 years Mexico Industry, a media and publishing company, has been serving the Rio Grande industrial community. Thru their content and marketing strategies, they've been promoting business and investment in the manufacturing industry in both Mexico and Texas RGV.	They have over 30 years of media experience that encompasses radio, television and print. They have more than a handful of outlets to create consistency of message across podcasts, email, targeted display, video, OTT, websites and such.	Image House Media was established in 2008 providing both private and public entities with complete marketing, communications and advertising services including media management. Aside from serving the RGV market, they've also served Laredo, Corpus Christi, San Antonio, Austin and El Paso.	They have 28 years of experience in providing advertising services to the RGV and Mexico.	One of the largest outdoor advertising companies in the world providing service for 120 years.	They've grown the business over the last 8 years. They are ROI (return on investment) focused.	Media Choice LLC was found in 1997 and has expanded to multiple states. It has run campaigns for advertisers like Coca-Cola and Netflix.	Mega Doctor News has focused for the past 10 years on providing information on local doctors, their specialties, and health care stories of local interest.			CODESM has built a highly efficient and effective marketing service provider reputation across various clients across the RG and now including international brands from Italy to the Caribbean.
Number of Years in Business	24	50	12	28	120	8	24	10 years	8	26	9
Type of Operation	Partnership	Corporation	Corporation	Corporation	Corporation	Sole Proprietorship	Partnership	Sole Proprietorship	LLC	Corporation	Partnership
Number of Employees	3	9,588	6	8	3300	4	20	6	56	90	43
Annual Sales Volume	$269,000	$11.3 billion	$1,500,000	$185,658	$1.5 billion	$240,000		$113,000	$10 million		$2,200,000
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	-- Gabriela Sosa, UTRGV-TMAC -- Rosendo Martinez, Instituto Internacional de Estudios Superiores (IIESS) -- Elizabeth Suarez, McAllen Miller Internal Airport	-- Michael Washington, University of Phoenix -- Patrick Gonzales, UT RGV -- Jodi Neely, Western Governors University	-- Dr. Kimberly Selber, UT RGV Marketing & Communications -- Jose Contreras, North Park Lexus -- Ford Sasser, Rio Bank	-- Rosendo Zamora -- Texas Southmost College -- Omar Villanueva	-- Charlie Castleman, Texas A&M Kingsville -- Edgar Salas, Texas Southmost College --- Elisa Flores, UTRGV	-- Sony Rego, Santa Fe Steakhouse -- Mr. Shepard, Shepard Insurance -- Bob McCreery, McCreery Aviation	-- Ryan Solis, Law Office of Ryan Solis -- Joedy Slovak, Central Bolt -- Benjamin Clinton, Raymondville ISD	-- R-Myna Evans, DHR Health -- Marsha Green, Bert Ogden Dealerships	--Hidalgo County --La Joya ISD --University of Texas Rio Grande Valley	-- Isabel Castro, UT RGV -- Edgar Chrnko, Texas Southmost College -- Pat Little, Texas A&M Kingsville	-- J.D. Salinas, III, AT&T -- Helena Steubing, University Health System -- Victor Perez, Pharr Economic Development Council
Describe your understanding of unique localized interests and experiences of higher education.	Their educational clients include UTRGV since 2001 and IIESS for more than 23 years.	The unique bicultural environment that the RGV has due to the proximity of the border and the growth seen of several institutions including STC is proof that we have a thirsty community for more opportunities, more successes, more income for our families.	ImageHouse Team's connection to the RGV region gives a them a strong foundation of understanding the unique localized interests here. The experience from working with STC on different grant initiatives has given them a lot of experience working with higher ed institutes.	They have staff on both sides of the border and our familiar with the needs and service requirements within the community.	Education is the key to success; therefore it is important for students to graduate from high school and go to an affordable and local college.	An education in the RGV delivers more than just a plaque on the wall, it's a ticket to better life.	Students have a profound impact on our local communities through outreach programs and other initiatives. The unique aspects of our local educational institutions embrace and inspire our future leaders.	The Valley is experiencing growth in the health care industry and needs more education and healthcare careers.	Higher education is one our company pillars.		They have extensive experience with target audiences in the region and proven history of working with influential educational establishments.
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	None	None	None	None	None	None.	None	None	None		Provide content for CODESM to post. Fee schedules are contingent upon other factors since major social media platforms operate on budget basis.
What assistance will you require from STC to perform services?	The information that STC needs to relay the community.	Direction and occasional meeting face-to-face.	Will need collaboration on and communicate specs and sizes on creative. Additionally, may request advertising and read-only access to certain digital accounts.	A liaison which to contact directly in case any information is needed.	None		None, only ad copy if needed.	None required.	We just require communication.		Approval of a monthly budget is required for each platform; Monthly review of marketing efforts.
Pricing Information											
Price Range Information	Price range: $1,000/mo (Supper Banner) - $250 (Social Media Post-1 mention)	Price range: $3,000 (iHeart Streaming Audio Network) - $25,000 (Extended Video OTT Network) 03/15/2022 -12/18/2022	Price range: $1,320 (Digital Poster, 52 weeks) - $2,800 (Digital Bulletin, 52 weeks) Additional rates can be access via Dropbox through link/ QR code provided	Price range: $50/daily (B/N 2 Mod x 2 Col) - $1,200/daily (B/N 16 Mod x 2 Col)	Price range for ea 14x48 Digital Billboards per 4 week billing period: $ 1,800 (Qty 6+) - $2,800 (Qty 1-3)	Price: $600/mo- covers local meetings, overall insight, placement and recommendations, collaboration and account management not exceeding 8 hours/mo. Placements vary depending on scope & goals of ea project.	Price range for 14'x48' LED Digital Outdoor Board: $1,800/mo - $2,000/mo	Price range: $725/mo (Header Tile) - $2,250 (Billboard-Large)	$10,000 - $117,647.01	Rates vary	$4,500/mo for 60 hours of time

SOUTH TEXAS COLLEGE
2. DIGITAL ADVERTISING SERVICES
PROJECT NO. 21-22-1035

VENDOR	Radio United, LLC.	ReachLocal Inc.	Revista Expresion	Spectrum Reach/ Charter Communications Holding, LLC.	Starr County Town Crier	Texas Border Business	Univision Radio	Urban One, Inc.	Urban TVs, LLC.	VisionPoint Marketing, LLC.
ADDRESS	1300 N 10th St Ste 220-I	21700 Oxnard St Ste 1600	501 N Bridge PMB 488	1400 S McColl Ste 206	216 S Norris Dr	614 S 12th St	200 S 10th St Ste 600	1010 Wayne Ave 14th Fl	2933 W Palma Vista Dr Ste 2	3210 Fairhill Dr Ste 150
CITY/STATE/ZIP	McAllen, TX 78501	Woodland Hills, CA 91367	Hidalgo, TX 78557	McAllen, TX 78502	Rio Grande City, TX 78582	McAllen, TX 78501	McAllen, TX 78503	Silver Spring, MD 20910	Palmview, TX 78572	Raleigh, NC 27612
PHONE	956-992-8897	818-274-0260	956-648-0810	956-342-4127	956-487-6544	956-467-8223	956-605-9217	301-429-3200	956-539-7123	919-848-2018
FAX	956-992-8897	818-274-0261			956-487-6165		956-631-0090	301-628-5578		919-322-4439
CONTACT	Cindy Garza	Jeffrey Protano	Roman Pedraza	Rosalinda Ramirez	Jorge E. Canales	Sylvia Gonzalez	Lizette Montoya	Karen Wishart	Gilberto Rocha	Hayley Rogers
Company Information										
Firm Information	Radio United 2021-2022 R Communications 2012-2021 BMP Radio 2004-2012	Have been a Google/YouTube Premier partner for over a decade and has a Premier Partnership with Facebook/Instagram and Snapchat.	It's a monthly publication, in tabloid format, edited entirely in Spanish and focused on the music industry since 1996. They've redesigned their website to project the concept of the printed edition to the digital area.			It is a Valley newspaper that is focused on promoting opportunities in business, education, and banking and considered a credible news source.	Company prides themselves in joining forces with hundreds of thousands of advertisers throughout the nation and successfully helping them grow their brand, revenue and share in the market.		12 years of experience and innovation in digital signage, Urban TV has deployed more than 20 digital signage solutions inside the most popular venues across Southmost Texas.	Spent over 19 years serving higher education and delivering the types of outcomes client's have envisioned. Some accomplishments include driving a 5% increase in full-time equivalent enrollment, 8.2% lift in brand awareness and more.
Number of Years in Business	1	18	25		36	16	76	41	12	20
Type of Operation	Corporation	Corporation	Sole Proprietorship	Corporation	Corporation	Sole Proprietorship	Partnership	Corporation	Corporation	Partnership
Number of Employees	70	1300	4		6	6	1,500	1,156	10	60
Annual Sales Volume	$8 million	$382 million	$60,000			$320,000	$758 million	$440 million	$1.2 million	$13 million
Provide a list of three (3) references for which your firm has provided the same type of product and services as requested herein.	--Texas Southmost College --McAllen ISD --Edinburg ECISD	--Polly Sipper, San Diego State University --Gema Deleon, Fowler Business School --Kristen Huyck, Mira Costa College	-- Joe Vera, City of McAllen -- Arnaldo Ramirez, Promociones de America -- Marcelo Rodriguez, Palenque Group			-- Ron Garza, Edinburg EDC -- Edna De Saro, Lone Star National Bank	--Benjamin Valdez, Pueblo Tires --Claudia Lemus Campos, Pharr - San Juan - Alamo ISD --Elisa Flores, University of Texas Rio Grande Valley	--Lee Bouldin, College of Biblical Studies --Annette Reid Blaylock, Tarrant County College --Deekay Fox, Uplift Education	--Donna Shawhan, Payne Auto Group --Juan Arroyo, L&F Distributors --John Zamora, Tito's Vodka	--Mission College --West Valley Community College --University of Texas at Arlington
Describe your understanding of unique localized interests and experiences of higher education.	Community sponsorship participation in the local market for STARS Scholarship, VAMOS, IDEA Public School Gala, STC Night with the Stars.	The assigned rep has ran STC's campaigns for 3 and a half years and understands the college's local community, priority audience to target, and demographics.	They are interested in their audiences having access to information from educational institutions to awaken their desire to study and thus improve their quality of life.			This area is considered a source of local income workers who need education and skills training to improve their future.	Corporate social responsibility and empowering/encouraging Hispanic community to pursue higher education is not new to Univision.	Former collaborations with institutions of higher education focused on specific client needs.	We believe higher education changes lives. Higher education is one of the pillars of a community , which helps provide a better life for graduates and their families.	
Are there any difficulties you anticipate in providing services to STC and how do you plan to manager these?	No	No	None			None	No	No	Content formatting to display specifications. Will provide resolution and format guidelines, as well as assistance via our digital team.	
What assistance will you require from STC to perform services?	Dialogue and communication to ensure successful execution of campaign. Provide demographic and targeted details in creating successful campaign.	We don't anticipate any assistance needed to continue to run and manage the digital campaigns for STC.	Shall provide designs to publish them in section chosen.			None	Provide copy points/script info so that Univision can work it into script-spot format and/or digital content.	Timely communication, creative collaboration with decision makers.	Direct communication with the marketing team as well as advertisement campaigns provided by STC.	
Pricing Information										
Price Range Information	$2 - $300 Depending on Services	$220k - $324k	Banner 1300px w X 200px h: Price range: $100 - $200/mo	Rates vary	Upon Request	Price range: $725/mo (Header Tile) - $2,250/mo (LG Billboard)	$3,500 monthly investment	Houston Packet: $250/day - $3,000 Dallas Packet: $250/day - $3,000	Ranges from $68 - $99 per venue per month	$109,012.50 + media budget to be spent.

SOUTH TEXAS COLLEGE
3. LIBRARY MATERIALS MOVING SERVICES
PROJECT NO. 21-22-1039

VENDOR		Library Design Systems, Inc.		Library Interiors of Texas	
ADDRESS		8565 Mosley Rd #14		3503 Wildcherry Dr Ste 4	
CITY/STATE/ZIP		Houston, TX 77075		Lakeway, TX 78738	
PHONE		713-869-4075		281-513-6423	
FAX		713-869-4168		888-690-5489	
CONTACT		Fred D. Baucom		Robert G. Williams	
#	**Description**	**Proposed**		**Proposed**	
Phase I - 2022 Project Pricing					
		Rates/Regular Hours	**Weekend Rates**	**Rates/Regular Hours**	**Weekend Rates**
1	Supervisor	$35.00/hour	$52.50/hour	$55.00/hour	$82.50/hour
2	Laborer (Move, Lift, Carry, etc.)	$25.00/hour	$37.50/hour	$35.00/hour	$52.50/hour
3	Laborer (Packing/Unpack, Shelve, etc.)	$25.00/hour	$37.50/hour	$35.00/hour	$52.50/hour
4	Vehicles (any size)	$30.00/hour	$45.00/hour	$20.00/hour	$20.00/hour
5	Furniture Assembly and Disassembly	$45.00/hour	$67.50/hour	$35.00/hour	$52.50/hour
6	Rental of boxes (any size)	$1.50/ea	$2.00/ea	$3.00/hour	$3.00/hour
7	Applicable Charges			Travel Expenses per man hotel and per diem $170.00/Day	
Phase II- 2024 Project Pricing					
		Rates/Regular Hours	**Weekend Rates**	**Rates/Regular Hours**	**Weekend Rates**
1	Supervisor	$40.00/hour	$60.00/hour	$55.00/hour	$82.50/hour
2	Laborer (Move, Lift, Carry, etc.)	$30.00/hour	$45.00/hour	$35.00/hour	$52.50/hour
3	Laborer (Packing/unpack, shelve, etc.)	$30.00/hour	$45.00/hour	$35.00/hour	$52.50/hour
4	Vehicles (any size)	$40.00/hour	$60.00/hour	$20.00/hour	$20.00/hour
5	Furniture Assembly and Disassembly	$50.00/hour	$75.00/hour	$35.00/hour	$52.50/hour
6	Rental of boxes (any size)	$1.75/ea	$2.63/ea	$3.00/hour	$3.00/hour
7	Applicable Charges			Travel Expenses per man hotel and per diem $170.00/Day	
Phase I & II - 2024					
1	Phase I - 2022	$116,940.00		$76,860.00	
2	Phase II- 2024 (Option 1)	$89,960.00		$40,188.00	
3	Total Phase I & II	$206,900.00		$117,048.00	
Phase I & II - 2025					
1	Phase I - 2022	$116,940.00		$76,860.00	
2	Phase II- 2025 (Option 2)	$97,300.00		$40,188.00	
3	Total Phase I & II	$214,240.00		$117,048.00	
Escalation					
2nd Year		4%		0%	
3rd Year		4%		0%	
TOTAL EVALUATION POINTS		70.52		99	
RANKING		2		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE
3. LIBRARY MATERIALS MOVING SERVICES
PROJECT NO. 21-22-1039
EVALUATION SUMMARY

VENDOR		Library Design Systems, Inc.		Library Interiors of Texas	
ADDRESS		8565 Mosley Rd #14		3503 Wildcherry Dr Ste 4	
CITY/STATE/ZIP		Houston, TX 77075		Lakeway, TX 78738	
PHONE		713-869-4075		281-513-6423	
FAX		713-869-4168		888-690-5489	
CONTACT		Fred D. Baucom		Robert G. Williams	
1	The purchase price. (up to 40 points)	22.23	22.23	40	40
		22.23		40	
		22.23		40	
		22.23		40	
		22.23		40	
2	The reputation of the vendors and the vendor's goods or services. (up to 18 points)	18	18	18	18
		18		18	
		18		18	
		18		18	
		18		18	
3	The quality of the vendor's goods or services. (up to 18 points)	18	18	18	18
		18		18	
		18		18	
		18		18	
		18		18	
4	The extend to which the vendor's goods or services meet the colleges needs. (up to 15 points)	7.29	7.29	15	15
		7.29		15	
		7.29		15	
		7.29		15	
		7.29		15	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	2	2
		3		2	
		3		2	
		3		2	
		3		2	
6	The impact on the ability of the college to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	0	0	1	1
		0		1	
		0		1	
		0		1	
		0		1	
7	The total long-term cost to the college to acquire the vendor's goods or services. (up to 5 points)	2	2	5	5
		2		5	
		2		5	
		2		5	
		2		5	
TOTAL EVALUATION POINTS		70.52		99	
RANKING		2		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE
3. PROPOSAL CRITERIA - SERVICE ONLY

		Service Only		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	40		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	18	15-18 10-14 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	18	15-18 10-14 5-9 0-4	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	15	12-15 7-11 3-6 0-2	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ******New Vendors will receive two points**	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to Historically Underutilized Businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase	5	5 3-4 1-2 0	Excellent Acceptable Marginal Poor/No Response
8	**Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals, e.g.:** a. Financial Standing b. Potential or Pending Sale of Business			Up to 5 points will be used from the purchase price if applicable
	Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

SOUTH TEXAS COLLEGE
4. MOVING SERVICES
PROJECT NO. RFP 21-22-1036

VENDOR		Gateway Printing & Office Supply, Inc.		Groves Moving & Storage	
ADDRESS		14803 Bulverde Rd		1200 E Laurel Ave	
CITY/STATE/ZIP		San Antonio, TX 78247		McAllen, TX 78501	
PHONE		210-650-3995		956-423-1000	
FAX		210-650-5506		956-423-4328	
CONTACT		Butch Shook		Regina Almond	
#	**Description**	**Regular Hours**	**Weekend Rates**	**Regular Hours**	**Weekend Rates**
1	Supervisor	$ 50.00	$ 75.00	$ 75.00	$ 112.50
2	Laborer (Move, Lift, Carry, etc.)	$ 35.00	$ 52.00	$ 40.00	$ 60.00
3	Laborer (Packing/Unpack, etc.)	$ 35.00	$ 52.00	$ 40.00	$ 60.00
4	Vehicles (any size)	$ 45.00	$ 45.00	$ 25.00	$ 37.50
5	Furniture Assembly and Disassembly	$ 54.00	$ 79.00	$ 40.00	$ 60.00
6	Rental of boxes (any size)	$1.50 each		$2.00 each	
7	Price Escalation 2nd Year	3%		2.5%	
8	Price Escalation 3rd Year	3%		2.5%	

SOUTH TEXAS COLLEGE
5. NETWORK CABLING SERVICES FOR BUILDING RENOVATION PROJECTS
PROJECT NO. 21-22-1037

	VENDOR	BridgeNet Communications	Network Cabling Services, Inc.	Telepro Communications
	ADDRESS	1314 Stites Rd	8233 Leopard St Bldg 6	12005 N Bryan Rd
	CITY/STATE	Donna, TX 78537	Corpus Christi, TX 78409	Mission, TX 78573
	PHONE	956-461-3335	361-814-4000	956-618-2360
	FAX		361-814-4099	
	CONTACT	Marco Ramirez	Jesse Mendez	Daniel Backhaus
#	**Description**	**Proposed**	**Proposed**	**Proposed**
1	Labor per drop on Cable Installation, Cat6A (under 100 ft.)	$90.00/per drop	$95.00/per drop	$75.00/per drop
2	Labor per drop on Cable Installation, Cat6A (100-200 ft.)	$120.00/per drop	$105.00/per drop	$100.00/per drop
3	Labor per drop on Cable Installation, Cat6A (200-300 ft.)	$140.00/per drop	$115.00/per drop	$110.00/per drop
4	Labor and Material per drop on Cable Installation, Cat 6A (under 100 ft.)	$200.00/per drop	$275.00/per drop	$185.00/per drop
5	Labor and Material per drop on Cable Installation, Cat6A (100-200 ft.)	$258.00/per drop	$391.00/per drop	$245.00/per drop
6	Labor and Material per drop on Cable Installation, Cat6A (200-300 ft.)	$300.00/per drop	$430.00/per drop	$293.00/per drop
7	Labor and Material per Ft on Multimode 12/24 strand	$8.39/$12.36 per foot	$5.51/$9.29 per foot	$5.95/$10.75 per foot
8	Labor and Material per Ft on Single mode fiber 12/24 strand	$7.13/$11.39 per foot	$5.11/$6.47 per foot	$4.67/$6.65 per foot
9	Labor and Material per Ft OS plant Single Mode fiber 12/24 strand	$7.46/$11.80 per foot	$3.17/$4.21 per foot	$4.58/$6.72 per foot
10	Labor and Material per Ft OS plant Multi Mode fiber 12/24 strand	$7.59/$12.03 per foot	$3.45/$4.74 per foot	$5.15/$7.50 per foot
11	Invoiced Cost-Plus Percentage Markup	15%	15%	
12	Materials Markup Percentage	15%	15%	15%
13	Additional Information	Fiber cost is designed at a 500' minimum quantity, hardware included		
Escalation				
2nd Year		5%	3%	20%
3rd Year		5%	3%	20%
TOTAL EVALUATION POINTS		91.06	73.5	92.07
RANKING		2	3	1

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE
5. NETWORK CABLING SERVICES FOR BUILDING RENOVATION PROJECTS
PROJECT NO. 21-22-1037
EVALUATION SUMMARY

	VENDOR	BridgeNet Communications, LLC.		Network Cabling Services, Inc.		Telepro Communications	
	ADDRESS	1314 Stites Rd		8233 Leopard St Bldg 6		12005 N Bryan Rd	
	CITY/STATE/ZIP	Donna, TX 78537		Corpus Christi, TX 78409		Mission, TX 78573	
	PHONE	956-461-3335		361-814-4000		956-618-2360	
	FAX			361-814-4099			
	CONTACT	Marco Ramirez		Jesse Mendez		Daniel Backhaus	
1	The purchase price. (up to 40 points)	35.74	35.74	29.18	29.18	40	40
		35.74		29.18		40	
		35.74		29.18		40	
2	The reputation of the vendor and the vendor's goods or services. (up to 15 points)	14	14.66	12	12.33	14	14
		15		12		14	
		15		13		14	
3	The quality of the vendor's goods or services. (up to 16 points)	15	15	12	11.33	15	14.66
		15		11		14	
		15		11		15	
4	The extent to which the vendor's goods or services meet the College's needs. (up to 20 points)	19	18.66	15	14.66	19	18.66
		18		13		18	
		19		16		19	
5	The vendor's past relationship with the College. (up to 3 points)	3	3	1	1	3	3
		3		1		3	
		3		1		3	
6	The impact on the ability of the College to comply with laws and rules relating to Historically Underutilized Businesses. (up to 1 point)	1	1	0	0	1	1
		1		0		1	
		1		0		1	
7	The total long-term cost to the College to acquire the vendor's goods or services. (up to 5 points)	3	3	5	5	0.75	0.75
		3		5		0.75	
		3		5		0.75	
	TOTAL EVALUATION POINTS	91.06		73.5		92.07	
	RANKING	2		3		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.
*The proposal criteria follows in the packet for further explanation of each criteria.

SOUTH TEXAS COLLEGE
5. PROPOSAL CRITERIA - PRODUCT AND SERVICE

		Product and Service		
		Points	Score Key	
1	**Criterion 1: The purchase price** a. The low bidder gets the maximum points b. Divide the lowest proposal by each of the other proposal(s)	45		
2	**Criterion 2: The reputation of the vendor and of the vendor's goods or services** a. Number of Years in Business b. References (similar projects) c. Services/Installation d. Professional Licenses/Certifications	15	13-15 8-12 3-7 0-2	Excellent Acceptable Marginal Poor/No Response
3	**Criterion 3: The quality of the vendor's goods or service** a. Warranty b. Service Support/Response Time c. Goods/Product (manufacturer life) d. Product Performance	16	13-16 8-12 3-7 0-2	Excellent Acceptable Marginal Poor/No Response
4	**Criterion 4: The extent to which the goods or services meet the district's needs** a. Time Frame to complete the project b. Delivery Time Frame of product(s) c. Number of staff d. Meet or exceed the specifications	20	16-20 11-15 6-10 0-5	Excellent Acceptable Marginal Poor/No Response
5	**Criterion 5: The vendor's past relationship with the district** a. Quality of Past Performances with STC ******New Vendors will receive two points**	3	3 2 1 0	Excellent Acceptable/New Vendor Marginal Poor/No Response
6	**Criterion 6: The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses** a. Provided the Certification	1	1 0	Yes No
7	**Criterion 7: The total long-term cost to the district to acquire the vendor's goods or services; and** a. Annual Escalation Increase b. Annual Maintenance Cost			Up to 5 points will be used from the purchase price if applicable
8	**Criterion 8: Any other relevant factor specifically listed in the request for bids or proposals** a. Financial Standing b. Potential or Pending Sale of Business c . SAS 70 d. Red Flag Rules e. Gramm-Leach-Bliley Act			Up to 5 points will be used from the purchase price if applicable
	Total Points	100		

Definitions of evaluation terms:

Excellent - respondent provided information which fully addressed or exceeded the requirements
Acceptable - respondent provided information which addressed most but not all of the requirements
Marginal - respondent provided minimal information on requirements
Poor/No response - respondent provided inadequate responses to requirements or did not respond

SOUTH TEXAS COLLEGE
6. MOBILE FIRE TRAINING VENTILATION PROP

NAME			FireVent, LLC.	
ADDRESS			5998 Morgan Mill Rd	
CITY/STATE/ZIP			Carson City, NV 89701	
PHONE			775-230-9953	
FAX			775-883-2387	
CONTACT			Oscar Rodriguez	
#	**Qty**	**Description**	**Unit Price**	**Extension**
1	1	FireVent Mobile Unit, Standard Model (20ft x 12ft)	$ 74,400.00	$ 74,400.00
2	1	Upgrade to Academy Model (25ft x 12ft platform)	$ -	$ -
3	1	Equipment Orientation / Training	$ -	$ -
4	1	Complete Blue Ox Load Distribution Hitch System	$ -	$ -
5	1	Set of Consumable Materials (rafters & sheeting)	$ -	$ -
6	1	Rebar and Hinge Cutting Stations	$ -	$ -
7	1	Attic / Ceiling System	$ -	$ -
8	1	Storage Compartment	$ 2,900.00	$ 2,900.00
9	1	Bailout Window	$ 2,500.00	$ 2,500.00
10	1	Overhead Door Cutting Station	$ 2,900.00	$ 2,900.00
11	1	Stainless Steel Perimeter Safety Chains & Hardware	$ 900.00	$ 900.00
12	1	Activated Sprinkler Heads (2 heads with FD connection)	$ 2,900.00	$ 2,900.00
13	1	Shipping and Handling	$ 2,295.00	$ 2,295.00
14	1	Auto-X Simulator	$ 17,500.00	$ 17,500.00
15	1	Consumables	$ -	$ -
16	1	Shipping and Handling	$ 1,150.00	$ 1,150.00
TOTAL AMOUNT			$	107,445.00

SOUTH TEXAS COLLEGE
7. GRADUATION FACILITY AGREEMENT

NAME	Vipers Arena, LLC. / dba Bert Ogden Arena
ADDRESS	4900 S I-69
CITY/STATE/ZIP	Edinburg, TX 78539
PHONE	956-562-7362
CONTACT	Hondo Candelaria

#	Qty	Description	Unit Price	Extension
1	1	Purchase/Lease Graduation Facility for Spring 2022 Ceremonies Dates: 5/5/22 - 5/7/22	$ 60,000.00	$ 60,000.00
TOTAL AMOUNT			$ 60,000.00	

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

February 8, 2022

SafetyStratus, Inc.
Attn: Ms. Aditya Avadhanula
7924 Preston Rd Ste 350
Plano, TX 75024

Dear Ms. Avadhanula:

On March 31, 2020, South Texas College awarded a contract to SafetyStratus Inc. for the Asset Management, Chemical Inventory, and Inspection Software System. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from May 1, 2022 through April 30, 2023.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through April 30, 2023 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:_____

Name Printed: _____

Date: _____

SOUTH TEXAS COLLEGE

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3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

February 8, 2022

Ben E. Keith Company
Attn: Mr. Marc Mosley
7600 Will Rodgers Blvd
Fort Worth, TX 76140

Dear Mr. Mosley:

On March 31, 2020, South Texas College awarded a contract to Ben E. Keith for the purchase of Food and Related Non-Food Products. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from April 27, 2022 through April 26, 2023 with a 1% price escalation.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through April 26, 2023 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:_____

Name Printed: _____

Date: _____

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

February 8, 2022

Labatt Food Service
Attn: Mr. Jesse Camacho
902 North Expway 77
Harlingen, TX 78550

Dear Mr. Camacho:

On March 31, 2020, South Texas College awarded a contract to Labatt Food Service for the purchase of Food and Related Non-Food Products. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from April 27, 2022 through April 26, 2023.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through April 26, 2023 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:_____

Name Printed: _____

Date: _____

SOUTH TEXAS COLLEGE

Purchasing and Distribution Services
3201 W. Pecan Blvd., McAllen, TX 78501

t (956) 872-4681
f (956) 872-4688

P.O. Box 9701, McAllen, TX 78502-9701
www.SouthTexasCollege.edu

February 8, 2022

Sysco Central Texas, Inc.
Attn: Ms. Rebecca Dresch
1260 Schwab Rd
New Braunfels, TX 78132

Dear Ms. Dresch:

On March 31, 2020, South Texas College awarded a contract to Sysco Central Texas, Inc. for the purchase of Food and Related Non-Food Products. The award allowed for two one-year renewal options on the contract if the terms and conditions remain the same. We are currently in the last few months of the second year of the contract and would like to renew for an additional one-year period. The last renewal period will be from April 27, 2022 through April 26, 2023.

We are requesting that you respond to us in writing if this would be acceptable to your company. For your convenience, we are providing a place for your signature approval at the bottom of the letter. If in acceptance of this extension, you may sign where indicated. The letter may be return via fax at (956) 872-4688 or email to Becky Cavazos at beckyc@southtexascollege.edu.

Sincerely,

Becky Cavazos

Rebecca R. Cavazos
Director of Purchasing

Renewal of contract accepted through April 26, 2023 with no change in terms and conditions as per the South Texas College bid previously submitted.

Authorized Signature:_____

Name Printed: _____

Date: _____

SOUTH TEXAS COLLEGE
10. DISTRICT WIDE TECHNOLOGY REQUEST
FEBRUARY 22, 2022

#	Qty	Description	Unit Price	Extension	Requesting Department
COMPUTERS					
1	2	Dell OptiPlex 5090 Micro Tower BTX, Intel Core i5-10500T, 16GB Memory	$ 1,746.40	$ 3,492.80	Maria Evans - Educational Technologies Maintenance and Replacement
		512GB Hard Drive, Mount with AC Adapter Bracket, Warranty			New systems for staff to be used for campus displays
2	30	Dell OptiPlex 5090 Micro Tower BTX, Intel Core i5-10500T, 16GB Memory	$ 1,155.96	$ 34,678.80	Arturo Solano - Learning Commons and Open Labs
		512GB Hard Drive, Stand Kit, Laptop Lock, 22" Monitor, Warranty			Replacement of obsolete systems for student lab
		COMPUTER TOTAL		**$ 38,171.60**	
LAPTOPS					
3	4	Laptop Latitude 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,103.27	$ 4,413.08	Adrian Lozano - Student Assessment Center
		256GB Hard Drive, Intel Iris Xe Graphics, Warranty			New systems for department staff
4	4	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,364.95	$ 5,459.80	Becky Cavazos - Central Receiving
		256GB Hard Drive, Intel Iris Xe Graphics, Docking Station, Warranty			Replacement of out-of-warranty systems for department staff
5	5	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,393.16	$ 6,965.80	Rebecca De Leon - Dual Credit Programs Community Engagement
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			New systems for new department staff
6	3	Laptop Mobile Precision 5560 CTO, Intel Core i7-11800H, 16GB Memory,	$ 2,303.52	$ 6,910.56	Lazaro Barroso - College Connections
		512GB Hard Drive, NVIDIA T1200 w/4GB, Docking Station, Warranty			New systems for department staff
7	1	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,447.61	$ 1,447.61	Ravindra Nandigam - Physics
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			New system for department faculty
8	1	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,393.16	$ 1,393.16	Samantha Uriegas - Carl Perkins Grant Compliance
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			New system for department staff
9	6	Laptop Latitude Bundle 5420 BTX Base, Intel Core i5-1145G7, 8GB Memory,	$ 1,393.16	$ 8,358.96	Myriam Lopez - (HEERF Institutional Award) for
		256GB Hard Drive, Intel Iris Xe Graphics, Keyboard and Mouse, Docking Station, Warranty			Virginia Champion - Resource Development Management and Compliance
					New systems for department staff
		LAPTOP TOTAL		**$ 34,948.97**	
MONITORS					
10	10	Dell 24 Monitor - P2422H, 60.5cm (23.8")	$ 231.61	$ 2,316.10	Rebecca De Leon - Dual Credit Programs Community Engagement
		3 Year Advanced Warranty			New systems for new department staff
		MONITOR TOTAL		**$ 2,316.10**	
		COMPUTER/LAPTOP/MONITOR TOTAL		**$ 75,436.67**	

SOUTH TEXAS COLLEGE
11. PARKING MANAGEMENT SYSTEM

NAME			T2 Systems, Inc., a Verra Mobility Company	
ADDRESS			8900 Keystone Crossing Ste 700	
CITY/STATE/ZIP			Indianapolis, IN 46240	
PHONE			604-723-9210	
CONTACT			Melina Morokhovich	
#	**Qty**	**Description**	**Unit Price**	**Extension**
		Year 1 Subscription		
1	3	Core Flex Professional Edition	$ 2,473.20	$ 7,419.60
2	15	Flex Mobile Enforcement	$ 675.00	$ 10,125.00
3	3	FlexPort Accounts	$ 432.00	$ 1,296.00
4	3	FlexPort Enforcement	$ 684.00	$ 2,052.00
5	3	FlexPort Permits	$ 774.00	$ 2,322.00
		Year 2 Subscription		
6	3	Core Flex Professional Edition	$ 2,596.86	$ 7,790.58
7	15	Flex Mobile Enforcement	$ 708.75	$ 10,631.25
8	3	FlexPort Accounts	$ 453.60	$ 1,360.80
9	3	FlexPort Enforcement	$ 718.20	$ 2,154.60
10	3	FlexPort Permits	$ 812.70	$ 2,438.10
		Year 3 Subscription		
11	3	Core Flex Professional Edition	$ 2,726.70	$ 8,180.10
12	15	Flex Mobile Enforcement	$ 744.19	$ 11,162.85
13	3	FlexPort Accounts	$ 476.28	$ 1,428.84
14	3	FlexPort Enforcement	$ 754.11	$ 2,262.33
15	3	FlexPort Permits	$ 853.34	$ 2,560.02
		Services		
16	1	Tier 1 Implementation Mobile Enforcement Application Configuration	$ 1,980.00	$ 1,980.00
17	1	Tier 3 Implementation Flex Permit Management Configuration	$ 7,920.00	$ 7,920.00
18	1	Tier 1 Implementation Customer Import Configuration	$ 990.00	$ 990.00

SOUTH TEXAS COLLEGE
11. PARKING MANAGEMENT SYSTEM

NAME			T2 Systems, Inc., a Verra Mobility Company	
#	**Qty**	**Description**	**Unit Price**	**Extension**
19	1	Tier 3 Implementation Flex Enforcement Configuration	$ 7,920.00	$ 7,920.00
20	1	Tier 2 Implementation FlexPort Enforcement Configuration	$ 4,500.00	$ 4,500.00
21	1	Tier 2 Implementation FlexPort Permits Configuration	$ 4,500.00	$ 4,500.00
22	2	Professional Services Trip Charge	$ 630.00	$ 1,260.00
23	1	Project Management Standard	$ 8,262.00	$ 8,262.00
24	1	Tier 1 Implementation FlexPort Internet Payment Gateway Configuration - TouchNet	$ 1,980.00	$ 1,980.00
25	11	Hourly Rates Professional Services	$ 175.50	$ 1,930.50
26	1	Tier 1 Implementation Customer Hold Export Configuration	$ 990.00	$ 990.00
27	1	Tier 1 Implementation FlexPort Authentication Configuration - LDAP	$ 1,980.00	$ 1,980.00
28	1	Tier 1 Implementation FlexPort Approval Request Configuration	$ 1,980.00	$ 1,980.00
29	1	Tier 2 Implementation FlexPort Guest Permit Requests Configuration	$ 4,500.00	$ 4,500.00
30	1	Tier 3 Implementation Financial Transaction Export Configuration	$ 3,960.00	$ 3,960.00
31	1	Tier 3 Implementation Existing State DMV Integration Configuration	$ 7,920.00	$ 7,920.00
		Hardware		
32	15	Woosim I350: Shoulder Strap	$ 12.60	$ 189.00
33	15	Woosim I350: Protective Case	$ 67.50	$ 1,012.50
34	1	Crystal Reports Developer License - 2020	$ -	$ -
35	15	Woosim i350 Printer (Android)	$ 562.50	$ 8,437.50
36	2	Estimated Travel Expenses	$ 2,000.00	$ 4,000.00
37	1	Shipping and Handling	$ 500.00	$ 500.00
TOTAL AMOUNT			$	149,895.57

SOUTH TEXAS COLLEGE
12. ADOBE LICENSE SOFTWARE AGREEMENT

NAME	Software House International (SHI) Government Solutions, Inc.
ADDRESS	3828 Pecana Trail
CITY/STATE/ZIP	Austin, TX 78749
PHONE	512-914-3884
CONTACT	Valerie Vacek

#	Qty	Description	Unit Price	Extension
1	381	Adobe Creative Cloud for Enterprise - All Apps - Enterprise Licensing Subscription Renewal - 1 Device - Academic	$ 196.30	$ 74,790.30
TOTAL AMOUNT			$	74,790.30

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Discussion and Action as Necessary on Renewal Agreement for Financial Advisor Services

Approval to renew the financial advisor services agreement with Estrada Hinojosa & Company, Inc., for the period beginning March 1, 2022 through February 28, 2023 will be requested at the February 22, 2022 Board meeting.

Purpose – Financial Advisor Services are needed to provide independent and professional advice regarding the authorization and issuance of indebtedness in various amounts and forms, and in connection with the authorization, sale, issuance and delivery of such indebtedness, and other financial matters, such as, credit rating advisability, assist in the negotiation of Paying Agent/Registrar, provide copies of the changes in law, and provide advice and assistance with regard to exercising any call and/or refunding of any outstanding debt instruments.

Justification and Benefit – The Financial Advisor Services performed professional and adequate financial services for the College in connection with the issuance of municipal securities and complied with the Security and Exchange Commission (SEC) 15c2-12. In addition, the Financial Advisor is registered as a municipal advisor with the Municipal Rulemaking Board (MSRB) and with the Security and Exchange Commission (SEC).

Background – On February 23, 2021, the Board of Trustees awarded the financial services to Estrada Hinojosa & Company, Inc. for one year with two one-year annual renewal options. The initial term was for the period of March 1, 2021 to February 28, 2022. The first renewal period begins March 1, 2022 and ends February 28, 2023.

Award	Board Meeting Date	Original Term	Renewal Term
Original	2/23/21	3/1/21 – 2/28/22	2 – one year options
1st Renewal	2/22/22		3/1/22 – 2/28/23

The vendor has complied with all the terms and conditions of the contract and services for the Financial Advisor satisfactory.

The fees for the services provided by the financial advisor are netted against the bond proceeds received at time of a bond issuance.

Compensation for Financial Advisor Services

In consideration for the services rendered by Estrada Hinojosa, the fee for each issue of a debt instrument will be as follows:

Base Fee - Any Issue - $ 3,750

Plus	$6.50	Per	1,000 up to	$500,000	or	$7,000	for	$500,000	Bonds
Plus	6.00	Per	1,000 next	500,000	or	10,000	for	1,000,000	Bonds
Plus	3.50	Per	1,000 next	1,500,000	or	15,250	for	2,500,000	Bonds
Plus	2.50	Per	1,000 next	2,500,000	or	21,500	for	5,000,000	Bonds
Plus	2.00	Per	1,000 next	5,000,000	or	31,500	for	10,000,000	Bonds
Plus	1.50	per	1,000 for anything over $10,000,000						

Note: "Bonds" = par plus premium minus discount.

Using the above fee schedule, Estrada Hinojosa's fee for a $20 million bond issue would be $46,500, and the fee for a $30 million bond issue would be $61,500.

Refunding Issues - Fees for Advance Issues shall be the amount shown plus a 20% additional charge ($55,800 for a $20 million issue, and $73,800 for a $30 million issue).

The fee will be calculated on the above schedule and will also include costs and expenses, where applicable, incurred on behalf of the College for the following items:

- Computer structuring fees, not to exceed $10,000
- Messenger, overnight delivery, market data technology photocopying, postage, and telephone, not to exceed $3,500
- Preparation of the Notice of Sale, Official Statement, and Uniform Bid Form, not to exceed $8,500
- Printing of the Notice of Sale, Official Statement, and Uniform Bid Form, at cost
- Bond Counsel fees, at cost
- Bond rating and/or credit enhancement fees, at cost
- Personal meetings with bond rating agencies and/or credit enhancement providers, at cost
- Preparation and printing of physical securities, at cost
- Reports of independent auditors or consultants, at cost
- Travel expenses of College and Company personnel, at cost.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, of the first-year renewal option for

the financial advisor services agreement with Estrada Hinojosa & Company, Inc., for the period beginning March 1, 2022 through February 28, 2023, as presented.

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Discussion and Action as Necessary on Renewal Agreement for Continuing Disclosure Services

Approval to renew the continuing disclosure services agreement with Estrada Hinojosa & Company, Inc. (Edinburg, TX), for the period beginning March 1, 2022 through February 28, 2023 will be requested at the February 22, 2022 Board meeting.

Purpose – Continuing Disclosure Services consists of important information about municipal bonds that arises after the initiative issuance. This information generally reflects the financial health and operating condition of the state or local government as it changes over time, or the occurrence of specific events that can have an impact on key features of the bonds. In addition, these disclosures are made available to investors and the public by the Municipal Securities Rulemaking Board (MSRB).

Justification and Benefit – The Continuing Disclosure Services are necessary to ensure compliance and reasonable assurance that prompt notice of certain events and certain financial information are met with Security and Exchange Commission (SEC) 15c2-12 and Municipal Securities Rulemaking Board (MSRB).

Background – On February 23, 2021, the Board of Trustees awarded the contract for continuing disclosure services to Estrada Hinojosa & Company, Inc. for one year with two one-year annual renewal options. The initial term was for the period of March 1, 2021 to February 28, 2022. The first renewal period begins March 1, 2022 and ends February 28, 2023.

Award	Board Meeting Date	Original Term	Renewal Term
Original	2/23/21	3/1/21 – 2/28/22	2 – one year options
1st Renewal	2/22/22		3/1/22 – 2/28/23

The vendor and staff are working together to comply with all the terms and conditions of the contract and the requirements of the Security and Exchange Commission (SEC) Rule 15c2-12 and Municipal Securities Rulemaking Board (MSRB) and submit the Continuing Disclosure required financial and notice of event documentation to Electronic Municipal Market Access (EMMA) by February 28, 2022.

The agreement for Continuing Disclosure Services with Estrada Hinojosa & Company, Inc. is under review at the time of publication of committee agenda.

Compensation for Continuing Disclosure Services

The annual fee for continuing disclosure services is $4,000.00 per year.

The fees for the continuing disclosure services are funded by the Unrestricted Fund.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, to renew the continuing disclosure services agreement with Estrada Hinojosa & Company, Inc. (Edinburg, TX), for the period beginning March 1, 2022 through February 28, 2023, as presented.

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Discussion and Action as Necessary on External Auditor Services

Approval to award a contract for external auditor services for the fiscal year ending August 31, 2022, with four (4) one-year renewal options to Carr Riggs & Ingram, LLC (McAllen, TX) will be requested at the February 22, 2022 Board meeting.

Purpose – The external auditors perform the College's annual financial audit and issue an opinion on the financial statements prepared by the College Business Office staff. The audited Annual Comprehensive Financial Report (ACFR) must be submitted annually to the Texas Higher Education Coordinating Board by December 31st.

Justification – The external auditors start the interim audit work related to the financial audit prior to fiscal year end, therefore the College is proposing the selection of an external auditor at this time.

Background – Requests for qualifications for external auditor was advertised in the local newspaper on January 5, 2022 and January 12, 2022, and the request for qualifications documents were mailed to the following:

- Burton, McCumber, & Cortez, LLP. (McAllen, TX)
- Carr, Riggs, & Ingram, LLC. (McAllen, TX)
- Casco & Associates, PC. (Brownsville)
- Hart, Silva, & Co. (McAllen, TX)
- Virtual Bid Alerts

Three (3) responses were received on January 25, 2022 from the following firms:

- Burton, McCumber, & Cortez, LLP. (McAllen, TX)
- Carr, Riggs, & Ingram LLC. (McAllen, TX)
- Casco & Associates, PC. (Brownsville, TX)

Carr, Riggs & Ingram, LLC (former Long Chilton, LLP) has performed the College's annual financial audit since FY 1994-1995.

Funding Source - Expenditures are budgeted in the Audit Services budget for FY 2021-2022 budget and in the FY 2022-2023 budget, pending Board approval of the budget.

Reviewers - Responses were reviewed by the Vice President for Finance and Administrative Services, Business Office and Purchasing Department.

Enclosed Documents - Included in this packet for consideration and review are the following materials:

1. External Auditor Qualification Summary
2. Evaluation Summary
3. Sample Request for Qualifications
4. Blank Evaluation Form

Dr. Ricardo Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, will be present at the February 8, 2022 Finance, Audit and Human Resources Committee meeting to address any questions by the committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, to award a contract for external auditor services for the fiscal year ending August 31, 2022, with four (4) one-year renewal options to Carr Riggs & Ingram, LLC (McAllen, TX), as presented.

SOUTH TEXAS COLLEGE
EXTERNAL AUDITOR
PROJECT NO. 21-22-1038

VENDOR	Burton McCumber & Longoria, LLP.	Cascos & Associates, PC.	Carr, Riggs & Ingram, LLC.
ADDRESS	205 Pecan Blvd	765 E 7th St	4100 N 23rd St
CITY/STATE/ZIP	McAllen, TX 78501	Brownsville, TX 78520	McAllen, TX 78504
PHONE	956-681-2300	956-544-7778	956-686-3701
FAX	956-618-2333		956-686-6830
CONTACT	Ricky Longoria	Carlos H. Cascos	Esmeralda Yniguez
Company Information			
Firm Information	- Indicated 40 years of experience - Office in McAllen and Brownsville - Staff of 64 - Audit Department includes 18 experienced professionals of which 8 are certified public accountants and 5 who are also certified fraud examiners - Listed membership in several professional associations including AICPA GAQC & HLB-USA	- Indicated over 40 years of Experience - 11 Employees - Office located in Brownsville, TX	- Firm established in 1997 - Offices in Texas, New Mexico, Alabama, Louisiana, North Carolina, Florida, Georgia, Kentucky, Mississippi, and Tennessee - Twelve (12) locations in Texas: Austin, Brownsville, Conroe, Corpus Christi, Dallas, Georgewest, Harlingen, Houston, El Paso, Lubbock, McAllen, and The Woodlands - Top 25 National CPA Firm - Employs more than 1,900 professionals and 300+ Partners - 30 + years experience in Single Audit, GASB Statements, GAS, Auditing Higher Education Institutions
Describe your organization, including lines of authority and communications	-The audit team familiar with the timelines, standards of engagement and STC personnel that will ultimately lead to an efficient, effective, timely audit. The following is a flowchart of the proposed engagement team: - 1 Engagement Partner - 3 Audit Managers - 1 Quality Assurance Partner	- The proposed personnel who will be working on the engagement are as follows: - Carlos H. Cascos, CPA - Staff auditors with experience working on counties, municipalities & other governmental entities	- Stated that the majority of the work for this engagement will be preformed from the Rio Grande Valley Practice Unit which is compromised of three (3) offices located in McAllen, Harlingen, and Brownsville. Currently composed of 10 Partners, 11 managers/supervisors and other professional staff. The number of people (by level) who will service the audit of the District is as follows: - 1 Engagement Partner - 1 Engagement Quality Control Reviewer - 1 Single Audit Specialist - 1 In-Charge Audit Manager - 2 Supervising Senior Staff - 1 Certified Information Technology Professional
Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity.	- Stated they are not in default on any loan agreements.	- Stated neither the firm or its owner have been a party to any past or present litigation or bankruptcy.	- Stated they are not in default on any loan agreements or financing agreement with any bank, financial institution or other entity.
Resumes	Included resumes for the following staff: - Ricky Longoria, CPA, CFE – Managing Partner - Ben Pena, CPA, CFE, CVA– Assurance Service Partner - Luis Lopez, CPA, CFE – Manager, Assurance Services - Amy Booth, CPA, CFE - Manager, Assurance Services - Josh A. Longwell, CPA, CFE – Staff	- Included a brief summary for the following staff: - Carlos H Cascos, CPA	Included summaries for the following staff: - Esmeralda Yniguez, CPA - Partner - Quentin Anderson, CPA - Partner/Engagement Quality Control Reviewer - Gwen Mansfield-Vogt, CPA - Partner/Single Audit Specialist - Aashna Khatwani, CPA - Manager/IT Level 1 Auditor - Chad Young - Supervising Senior Staff/Level1 Auditor - Heather Flores, CPA - Supervising Senior Staff/IT Level 1 Auditor - Josh Trahan, CPA, CISA, CITP - Partner/IT Specialist
Provide a statement concerning the independence of the firm, including direct and indirect financial interest and the relationship of the proposed audit team to employees of STC and any member of the STC Board of Trustees.	-Stated their company nor its employees have a relationship or any direct or indirect financial interest with any STC employee or member of the Board of Trustees.	- Stated their staff are independent in all aspects to STC, including, but limited to, all direct or indirect financial interests with any board member or employees of STC.	- Stated each individual staff member assigned to the engagement are independent of the employees of STC and any members of the STC Board of Trustees. Annually all our team members fill out independence forms the update for any possible independence problems.

SOUTH TEXAS COLLEGE
EXTERNAL AUDITOR
PROJECT NO. 21-22-1038

VENDOR	Burton McCumber & Longoria, LLP.	Cascos & Associates, PC.	Carr, Riggs & Ingram, LLC.
Provide documentation on the continuing education acquired, in the past three years, by all staff who will be involved in the audit.	- Stated that all members of the audit engagement team have met the continuing education requirements in accordance with Government Audit Standards (Yellow Book) audits.	- Stated their staff attends at least 40 hours of technical training directly related to auditing and accounting.	- Indicated that all professionals are required to complete 40 hours of continuing education each year. All members of the team will have met the continuing education requirements of Government Auditing Standards and have taken the required courses necessary in the last three (3) years.
Provide the names and qualifications of outside specialists and consultants, if any, who will assist the firm in providing services.	- Firm did not address if outside specialists or consultants would be used.	- Stated they do not anticipate the need for an outside specialist.	- Firm did not address if outside specialists or consultants would be used.
Describe and provide documentation on the firm's internal quality control system	- Reports and workpapers are subject to review by both state and federal desk and field reviews - Peer review		- Client accounting documentation is maintained electronically - Compliance with methodology is regularly reviewed and evaluated as part of internal quality program - Comprehensive polices and procedures governing practices and addressing professional and regulatory standards and implementation issues are updated for new professional developments and emerging issues - Audit engagements are assigned engagement quality control review partners - Risk based annual inspection and peer reviews every three years
Describe and provide documents on the firm's participation in, and results, of its external quality control review program. State whether the firm has received an unqualified report. Include the name of the external quality control review organization of which the firm is a member and the length of the membership.	- Audit was conducted by Briggs & Veselka, Co. - Received an unqualified report on the most recent peer review in 2020. Copy of report was attached.	- Audit was conducted by Ericksen Krentel CPA & AICPA - Received an unqualified report on the most recent peer review in 2020. Copy of report was attached.	- Audit was conducted by Brown Edwards CPA - Received an unqualified report on the most recent peer review in 2019. Copy of report was attached.
Narrative			
Narrative of your experiences and expertise relating to the scope of services	- Audit objective - internal controls - Audit procedures - general, internal control, compliance - Planning phase - utilize Suralink, Fieldwork, reports - Provided timeline	Audit Approach / Task & Activity Planning - Preliminary procedures - Substantive Testing - Audit Sampling - Determining Laws & Regulations - Analysis of Overall Review - Management Comments & Recommendations - Audit Planning - Interim Fieldwork - Audit Fieldwork - Final Review & Audit Conclusion - Requested Assistance (if applicable)	- 4 stage audit approach - client acceptance & pre-planning, risk assessment & audit strategy, audit execution & report & monitor - Provided substantive procedures - Audit process: statistical sampling to be used, analytical procedures, internal controls, GASB pronouncements - 500+ governmental entities - 230+ single audit performed annually - Single audit resources center's award for excellence in knowledge, value & client satisfaction - Member of AICPA government audit quality center

SOUTH TEXAS COLLEGE
EXTERNAL AUDITOR
PROJECT NO. 21-22-1038

VENDOR	Burton McCumber & Longoria, LLP.	Cascos & Associates, PC.	Carr, Riggs & Ingram, LLC.
Respondent Qualifications			
Submit an affirmation statement that your firm complies with the following: **-Has conducted auditing services for the last five years** **-Is a properly licensed certified public account in Texas** **-Is in good standing and does not have any disciplinary actions with the Texas Board of Public Accountancy or the American Institute of Certified Public Accountants** **- Meets the independence requirements promulgated by the U.S. Government Accountability Office and the American Institute of Certified Public Accountants.**	- Stated they are in good standing and does not have any disciplinary actions with the Texas Board of Public Accountancy or the American Institute of Certified Public Accountants. - Members AICPA Governmental Audit Quality Center - Licensed for public practice - Provided Report on the Firm's System of Quality Control - Pass grade	Cascos & Associates, PC is not under the terms of a public or private reprimand by the Texas State Board of Accountancy and/or licensing boards of other states. We conform with all education and qualification requirements of the AICPA, TSCPA, and the Yellow Book on Government Auditing Standards. -Our staff auditors have a significant amount of experience auditing governmental & quasi-governmental entities.	- Members of AICPA and 4 sections of the AICPA (Governmental Audit Quality Center , Private Companies Practice Section, Employee Benefit Plan Audit Quality Center, and the Center for Audit Quality) and Public Company Accounting Oversight Board - Licensed to practice public accounting in Texas - Provided Report on the Firm's System of Quality Control - Pass grade
References			
References	- McAllen ISD - Edcouch-Elsa ISD - Karnes ISD - University of Texas Rio Grande Valley - STARS Scholarship Fund - McAllen Careers Institute - Listed 6 additional references, which included school districts, governmental entity, and Non-profit agencies.	- Brownsville ISD - Laredo United ISD - Los Fresnos CISD - City of Donna - Town of Laguna Vista - City of San Benito - Texas Southmost College - Victoria County Junior College	- RGV College - New Mexico's Junior College - Galveston College - Northern New Mexico College - Zapata CISD - Listed 8 additional references, which include higher education, school districts, and cites.
Total Evaluation Points	87	****	95.25
Ranking	2	****	1

**** Vendor did not submit required documents, therefore not evaluated.
The Director of Purchasing has reviewed all the responses and evaluations completed.

SOUTH TEXAS COLLEGE
EXTERNAL AUDITOR
PROJECT NO. 21-22-1038
EVALUATION SUMMARY

VENDOR		Burton McCumber & Longoria, LLP.		Carr, Riggs & Ingram, LLC.	
ADDRESS		205 Pecan Blvd		4100 N 23rd St	
CITY/STATE/ZIP		McAllen, TX 78501		McAllen, TX 78504	
PHONE		956-681-2300		956-686-3701	
FAX		956-618-2333		956-686-6830	
CONTACT		Ricky Longoria		Esmeralda Yniguez	
1	The respondent's demonstrated ability to perform the services requested. (up to 25 points)	20	21	25	24.5
		20		25	
		20		24	
		24		24	
2	The qualifications and experience of the Respondent's staff. (up to 25 points)	20	20.75	23	23.25
		20		23	
		20		23	
		23		24	
3	The quality of references from past customer of Respondent. (up to 25 points)	25	24.75	25	24.75
		25		25	
		25		25	
		24		24	
4	The respondent's experience as an auditor, particularly for institutions of higher education. (up to 25 points)	20	20.5	22	22.75
		19		22	
		20		23	
		23		24	
TOTAL EVALUATION POINTS		87		95.25	
RANKING		2		1	

The Director of Purchasing has reviewed all the responses and evaluations completed.

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Review and Recommend Action on Legal Services Modification Agreement

Approval on legal services modification agreement will be requested at the February 22, 2022 Board meeting.

Purpose – To modify the legal services agreement by changing the payment terms from an hourly rate to a fixed monthly retainer fee of $5,000.00.

Justification – To modify payment terms of hourly rates to a fixed monthly retainer amount is requested by Legal Counsel, Javier Villalobos, in order to streamline and expedite the accounts receivable process.

Background – On June 8, 2021, the Board of Trustees awarded the contract for legal services to the Law Office of Javier Villalobos, P.C.

The compensation rates established in the current legal services agreement are as follows:

Compensation Rates Established in Legal Services Agreement	
Attorney Fees	$200.00/hour
Litigation Fees	$250.00/hour
Paralegal Services: Assistant 1	$50.00/hour
Paralegal Services: Assistance 2	$80.00/hour
Reimbursements	Out-of-Pocket Expenses at Actual Cost

**(Fractional hours will be billed in increments of 0.25 hours)

The modification agreement replaces the above hourly rates to a monthly retainer of $5,000.00 that is based on working 25 hours a month at an hourly rate of $200.00. This monthly retainer will be retroactive to January 2022.

Mary Elizondo, Vice President for Finance and Administrative Services, and Mr. Villalobos, Legal Counsel, will be present at the Committee Meeting to address questions by the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, on legal services modification agreement with the Law Office of Javier Villalobos, P.C. as presented.

MODIFICATION AGREEMENT
(LEGAL SERVICES AGREEMENT)

This **Modification Agreement** ("First Modification") is made and entered into and is effective as of this ___ day of _____, 2022 by and between **South Texas College**, hereinafter called "STC," and the **Law Office of Javier Villalobos, P.C.**, hereinafter called "Attorney." STC and Attorney are sometimes referred to herein as a "party" or collectively as the "parties."

WHEREAS, STC and Attorney executed a Legal Services Agreement dated _____, 2021 ("Agreement") pursuant to which Attorney agreed to provide certain professional services in exchange for compensation as more fully described therein; and

WHEREAS, the parties have agreed that it is in their mutual best interests to modify the compensation structure set forth in the Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained herein, the receipt and sufficiency of which are hereby mutually acknowledged by STC and Attorney, each party hereby agrees as follows:

1. Section 3 of the Agreement is hereby deleted in its entirety and replaced by the following:

> As compensation for the services to be rendered by Attorney pursuant to the terms of this Agreement, STC shall pay Attorney a monthly flat fee of $5,000. Attorney shall submit an invoice for this amount on a monthly basis. The invoice shall be in a form acceptable to STC in its reasonable discretion. STC shall comply with the terms of the Texas Prompt Payment Act in connection with the payment of all invoices.
>
> STC agrees to reimburse to Attorney, at actual cost, any and all costs and reasonable and necessary expenses which may be incurred and advanced by Attorney in the due course of providing services under this Agreement. Attorney is authorized, but not obligated, to advance such costs and expenses on behalf of STC.
>
> The rates of compensation may be adjusted by mutual agreement of both parties. Such adjustment shall be subject to the approval of the STC Board of Trustees and shall require a written amendment to this Agreement.

2. The following is added as Section 13 of the Agreement:

> 13. ENTIRE AGREEMENT OF THE PARTIES
> This Agreement embodies the entire understanding of the parties hereto with the respect to the matters herein contained. ***Further, STC acknowledges that in addition to having read this Agreement in its entirety, Attorney has answered any questions concerning the Agreement raised by STC, and STC understands the Agreement and considers it to be fair and reasonable.***

3. Except as modified hereby, all terms and conditions set forth in the Agreement shall be unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Modification on the day and year first above written.

(STC) South Texas College

_____
Ms. Rose Benavidez
Board Chair

(Attorney) Law Office of Javier Villalobos, P.C.

_____
Javier Villalobos

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Review and Action as Necessary on Disposal of Surplus Property Valued at $5,000 and Over

Approval to dispose of surplus property valued at $5,000 and over through a live auction will be requested at the February 22, 2022 Board of Trustees meeting.

Purpose – The Fixed Assets Department is requesting the disposal through a live auction of surplus property valued at $5,000 and over. These assets are part of the College's inventory therefore, it is also requested that these assets be removed from inventory and the general ledger.

Justification and Benefit – It is necessary to dispose of obsolete, damaged, and not functioning property for safety purposes and due to the lack of storage area for surplus property.

Background – The surplus property goes through an evaluation process by the departments to determine if the items are damaged beyond repair and unable to utilized district wide. After this evaluation process, the department submits a request to have the property removed from the department and relocated to the Shipping and Receiving Warehouse for auction.

The auction items are located at the South Texas College Receiving Department, 3700 W. Military Hwy., McAllen, TX.

The items valued over $5,000 are included in the College's inventory through the Banner system.

Enclosed Documents - The listing of the items to be auctioned follows in the packet for the Committee's review and information.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval, at the February 22, 2022 Board meeting, the disposal of surplus property valued at $5,000 and over through a live auction and for these capital assets to be removed from the College's fixed assets ledger as presented.

SOUTH TEXAS COLLEGE
SURPLUS PROPERTY VALUED AT $5,000 AND ABOVE - LIST #89
JANUARY 25, 2022

Pallet	Qty	Description	Serial Number	Silver Tag	Purchase Date	Amount	Net Book Value	Ptag	Condition
6A	1 EA	Hansvedt EDM CS-1 Machine	8K18901	0000002694	10/8/1998	$ 20,245.00	$ -	000003578	Obsolete
6B	1 EA	Hansvedt Fluid System (Sub-component of 0000002694)							Obsolete
6C	1 EA	Hansvedt Machining Head (Sub-component of 0000002694)							Obsolete
6E	1 EA	Black and Yellow Anti-Slip Mat (Sub-components of 0000002694)							Obsolete
6D	1 EA	Digital Readout CS-113-2 XY (Sub-component of 0000002694) (S/N 98060631) (ST: 0000002693) (Ptag: 000003577)							Obsolete
2A	1 EA	Victor Lathe	89112694	0000002697	5/11/1999	$ 9,552.00	$ -	000003582	Obsolete
2B	1 EA	Sheet Metal Safety Shield (Sub-components of 0000002697)							Obsolete
2C	2 EA	Black and Yellow Anti-Slip Mats (Sub-components of 0000002697)							Obsolete
2D	1 EA	Sheet Metal Accessories (Sub-components of 0000002697)							Obsolete
5A	1 EA	Head Milling Machine Speed Head	BM883320	0000002733	6/28/1999	$ 8,465.00	$ -	000003512	Obsolete
5B	1 EA	Vise Accessory (Sub-components of 0000002733)							Obsolete
5C	1 EA	Sony Millman LH51-2 Digital Readout (Sub-components of 0000002733) (S/N H15-112999)							Obsolete
5D	1 EA	Jarrer 100W/50V Light (Sub-components of 0000002733)							Obsolete
16	1 EA	Dake Johnson Horizontal Bandsaw	199580	42196	11/11/1999	$ 5,114.45	$ -	000004252	Obsolete
13	1 EA	Hampden H-FP-223-14 Hydraulic Trainer	77959	4281	7/20/2000	$ 14,500.00	$ -	000004625	Obsolete
1A	1 EA	Victor Lathe	A040975	0000004779	1/4/2001	$ 9,371.00	$ -	000005860	Obsolete
1B	1 EA	Sheet Metal Safety Shield (Sub-components of 0000004779)							
1C	2 EA	Black and Yellow Anti-Slip Mats (Sub-components of 0000004779)							
1D	1 EA	Metal Chuck (Sub-components of 0000004779)							
8	1 EA	Polycom PN4-14XX View Station Wolf Ceiling Camera	034785	0000008524	7/18/2003	$ 60,499.00	$ -	000009388	Incomplete
11	1 EA	2009 John Deere XUV 6201 Gator - Unit #27	M0XUVGT021762	18624	7/24/2009	$ 10,873.26	$ -	N00017592	Damaged
12	1 EA	2010 John Deere XUV 6201 Golf Car - Gator 31 - Unit #30	M0XUVGT030648	18197	1/15/2010	$ 11,300.55	$ -	N00017793	Damaged
14	1 EA	2010 LCA GCII Series-24 Passenger Bus	1FDFE4FS7ADA69981	14548	7/8/2010	$ 56,325.00	$ -	N00018187	Obsolete
15	1 EA	2010 LCC GCII Series 16 Passenger Bus w/2 Wheelchair	1FDFE4FS8ADA69987	14549	7/8/2010	$ 60,300.00	$ -	N00018186	Obsolete
DEPR 1	1 EA	1985 Pierce Fire Truck - Unit #50	1P9CA01D3FA040867	27382	06/17/2013	$ 5,000.00	$ 707.99	N00021129	Incomplete

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Review and Recommend Action on Proposed Tuition and Fees Schedules for FY 2022 – 2023

Approval of proposed Tuition and Fees Schedules for FY 2022 – 2023 for students, dual credit students sponsored by partnering school districts, Regional Center for Public Safety Excellence, employees, and other (non-student/non-employee) will be requested at the February 22, 2022 Board meeting.

No changes are proposed for the FY 2022 - 2023 schedules listed below:

a. Student Tuition and Fees

b. Dual Credit Tuition and Fees for Students Sponsored by Partnering School Districts

c. Regional Center for Public Safety Excellence Tuition and Fees

d. Employee Fees

e. Other (Non-Student/Non-Employee) Fees

Reviewers - The proposed Tuition and Fees Schedules for FY 2022 - 2023 for students, dual credit students sponsored by partnering school districts, Regional Center for Public Safety Excellence, employees, and other (non-student/non-employee) have been reviewed by staff and President's Cabinet.

The five (5) proposed Tuition and Fees Schedules for FY 2022 – 2023 follow in the packet for the Committee's information and review.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the proposed Tuition and Fees Schedules for FY 2022 – 2023 for students, dual credit students sponsored by partnering school districts, Regional Center for Public Safety Excellence, employees, and other (non-student/non-employee) as presented.

SOUTH TEXAS COLLEGE

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
RESIDENT TUITION-IN-DISTRICT HIDALGO & STARR COUNTIES PER CREDIT			
• In-District per credit hour	77.00	77.00	77.00
RESIDENT TUITION-OUT OF DISTRICT-OTHER TEXAS COUNTIES PER CREDIT HOUR:			
• Out-of-District per credit hour	87.00	87.00	87.00
NON-RESIDENT TUITION-OUT OF STATE/INTERNATIONAL PER CREDIT HOUR:			
• Out-of-state/International per credit hour	200.00	200.00	200.00
DIFFERENTIAL TUITION PER CREDIT HOUR:			
Biology	15.00	15.00	15.00
Chemistry	20.00	20.00	20.00
Physics	20.00	20.00	20.00
Astronomy	10.00	10.00	10.00
3000/4000 level courses	30.00	30.00	30.00
Associate Degree Nursing	75.00	75.00	75.00
Emergency Medical Technology	55.00	55.00	55.00
Occupational Therapy Assistant	55.00	55.00	55.00
Patient Care Assistant	35.00	35.00	35.00
Pharmacy Tech	55.00	55.00	55.00
Physical Therapist Assistant	55.00	55.00	55.00
Radiologic Technology/Sonography	65.00	65.00	65.00
Respiratory Therapy	65.00	65.00	65.00
Vocational Nursing	75.00	75.00	75.00
Physical Science	20.00	20.00	20.00
Geology	20.00	20.00	20.00
Engineering	20.00	20.00	20.00
Architectural & Engineering Design Technology	30.00	30.00	30.00
Automotive & Diesel Technology	20.00	20.00	20.00
Culinary Arts	15.00	15.00	15.00
Electronic Equipment & Computer	15.00	15.00	15.00
Electrician Assistant	10.00	10.00	10.00
Fire Science	10.00	10.00	10.00
Heating, Ventilation & Air Conditioning	20.00	20.00	20.00
Legal Assisting	10.00	10.00	10.00
Manufacturing Technology	10.00	10.00	10.00
Child Care and Development	20.00	20.00	20.00
Drama	20.00	20.00	20.00
Law Enforcement	10.00	10.00	10.00
Welding	15.00	15.00	15.00
COMPETENCY-BASED COURSES (CERTIFICATE, ASSOCIATE, BACHELOR) FLAT TUITION:			
Competency-Based Format Courses Offered during Seven-Week Accelerated Terms* (per Term) (In District)	850.00	850.00	850.00
Competency-Based Format Courses Offered during Seven-Week Accelerated Terms* (per Term) (Out-of- District)	910.00	910.00	910.00
Competency-Based Format Courses Offered during Seven-Week Accelerated Terms* (per Term) (Out-of-State)	1500.00	1500.00	1500.00
*All fees will be assessed, except mandatory and course fees.			
ACTIVE DUTY MILITARY, SPOUSES, AND DEPENDENTS FLAT TUITION PER CREDIT HOUR:			
In-district per credit hour	127.00	127.00	127.00

SOUTH TEXAS COLLEGE

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Out-of-District per credit hour	137.00	137.00	137.00
Out-of-State per credit hour	250.00	250.00	250.00
WORKFORCE/CONTINUING EDUCATION TUITION AND FEES:			
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition *Effective date: On or after December 14, 2021	Deleted	7.00 or variable tuition including zero	7.00 or variable tuition including zero
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (In-District) * Effecitve Date: On or after December 14, 2021	7.00 or variable tuition including zero	Deleted	Deleted
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (Out-of-District) * Effective Date: On or after December 14, 2021	8.00 or variable tuition including zero	Deleted	Deleted
Workforce/Continuing Education Non-Credit Tuition per contact hour or variable tuition including zero tuition (Non-Resident) * Effective Date: On or after December 14, 2021	18.00 or variable tuition including zero	Deleted	Deleted
Workforce/Continuing Education Non-Credit Late Registration Fee	10.00	10.00	10.00
Continuing Education Installment Plan Fee	5.00	5.00	5.00
Continuing Education Non-Credit Installment Plan Late Payment Fee	10.00	10.00	10.00
Workforce/Continuing Education, Conferences/Seminars/Summer Camps/Workshops/Customized Training/Other Training Activities and Events	Negotiated recovery of costs and processing fees including exemption of both	Negotiated recovery of costs and processing fees including exemption of both	Negotiated recovery of costs and processing fees including exemption of both
INDEPENDENT DUAL CREDIT TUITION PER CREDIT:			
In-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (non-S) section(s).	50.00 Plus applicable differential tuition	50.00 Plus applicable differential tuition	50.00 Plus applicable differential tuition
In-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.	50.00 Plus applicable differential tuition	50.00 Plus applicable differential tuition	50.00 Plus applicable differential tuition
Out-of-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s).		87.00 Plus applicable differential tuition	87.00 Plus applicable differential tuition
Out-of-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.	80.00 Plus applicable differential tuition	87.00 Plus applicable differential tuition	87.00 Plus applicable differential tuition
Non-resident dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College		87.00 Plus applicable differential tuition	87.00 Plus applicable differential tuition

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Non-resident dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s).		87.00 Plus applicable differential tuition	87.00 Plus applicable differential tuition
INDEPENDENT DUAL CREDIT FEES:			
In-district dual credit student who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (non-S) section(s).	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
In-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
Out-of-district dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s).		All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
Out-of-district home schooled or dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College.	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
Non-resident dual credit students who are not enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College		All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
Non-resident dual credit students who are enrolled in a school district with a Memorandum of Understanding or an Interlocal Agreement with South Texas College who do not receive approval to enroll in a regular (Non-S) section(s).		All fees, including course and incidental fees are applicable and will not be waived	All fees, including course and incidental fees are applicable and will not be waived
DUAL CREDIT ACADEMIES PARTICIPATION FEES:			
Dual Credit Academies Participation Fee – Fall and Spring, per student per semester (charged to School District)	$600 for recovery of costs and processing fees	$600 for recovery of costs and processing fees	$600 for recovery of costs and processing fees

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Dual Credit Academies Participation Fee-Summer, per student per credit hour (charged to School District)	$50 for recovery of costs and processing fees	$50 for recovery of costs and processing	$50 for recovery of costs and processing
DUAL CREDIT REIMBURSEMENT OF COSTS:			
School Districts Requesting South Texas College Faculty to Teach Dual Credit Courses, per course per semester	Recovery of faculty salaries, fringe benefits, mileage, and other associated costs and processing fees	Recovery of faculty salaries, fringe benefits, mileage, and other associated costs and processing fees	Recovery of faculty salaries, fringe benefits, mileage, and other associated costs and processing fees
Late Cancellation Fee for Dual Credit Sections Assigned to South Texas College Faculty to Teach, per section per semester		900.00	900.00
MANDATORY FEES:			
Registration Fee: Fall and Spring: • Registration Fee per semester	150.00	150.00	150.00
Summer Minimesters: • Registration fee (one-time fee) per student for Summer Minimesters with start dates of May 15th through June 30th	150.00	150.00	150.00
• Registration fee (one-time fee) per student for Summer Minimesters with start dates of July 1st through August 10th	150.00	150.00	150.00
Information Technology Fee per credit hour	31.00	31.00	31.00
Learning Support Fee per credit hour	14.00	14.00	14.00
Student Activity Fee per credit hour (Summer 2020 Sessions - Fee waived)	4.00	4.00	4.00
COURSE FEES:			
Lab Fee per lab credit hour for applicable courses with labs	24.00	24.00	24.00
Electronic Distance Learning/VCT Course Fee per credit hour • Summer 2020 traditional (non- "S" section) courses - Fee waived • Fall 2020 traditional (non-"S" section) courses - Fee waived • Spring 2021 traditional (non-"S" section) courses- Fee waived	10.00	10.00	10.00
Physical Education Special Activity Fee per course	55.00	55.00	55.00
LIBRARY FEES:			
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee per item	30.00	30.00	30.00
Overdue Inter-Library Loan or TexShare Item per day	Fine as assessed and charged by lending library	Fine as assessed and charged by lending library	Fine as assessed and charged by lending library
Lost or Damaged Inter-Library Loan or TexShare Item per day	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library

SOUTH TEXAS COLLEGE

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
INSTALLMENT PLAN/EMERGENCY LOAN FEES:			
Installment Plan Fee	35.00	35.00	35.00
Installment Plan Late Payment Fee Spring 2020 - Fee waived when incurred on or after March 13, 2020	35.00	35.00	35.00
Emergency Loan Late Payment Fee Spring 2020 -Fee waived when incurred on or after March 13, 2020	35.00	35.00	35.00
PARKING/MOVING TRAFFIC VIOLATIONS FEES:			
Parking Permit Fee (except when parking at Pecan Campus Park and Ride location during scheduled operating hours)	25.00	25.00	25.00
Parking Permit Replacement Fee	25.00	25.00	25.00
Parking Permit Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	80.00	80.00	80.00
Fourth	100.00	100.00	100.00
Fifth	120.00	120.00	120.00
Handicap Parking Violations	150.00	150.00	150.00
Moving Traffic Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	90.00	90.00	90.00
Vehicle Boot Removal Fee	100.00	100.00	100.00
Proposed Skateboard and Other Appliance Violation:			
First	Warning	Warning	Warning
Second	30.00	30.00	30.00
Third	50.00	50.00	50.00
Fourth	70.00	70.00	70.00
Fifth	90.00	90.00	90.00
TESTING FEES:			
Health Education Services Inc. (HESI) Exam Fee	45.00 Students will register and pay fees for each attempt when signing up for the exam through the Market Place website. The College purchases the units through Elsevier Inc. Fees will be subject to change	45.00 Students will register and pay fees for each attempt when signing up for the exam through the Market Place website. The College purchases the units through Elsevier Inc. Fees will be subject to change	45.00 Students will register and pay fees for each attempt when signing up for the exam through the Market Place website. The College purchases the units through Elsevier Inc. Fees will be subject to change
Proctoring/Professional Testing Services Fee	Recovery of costs and processing fees to be negotiated	Recovery of costs and processing fees to be negotiated	Recovery of costs and processing fees to be negotiated

SOUTH TEXAS COLLEGE

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
TCOLE Licensing Examination (per exam)			
• Basic Peace Officer Exam	35.00	35.00	35.00
• Basic Jailer Exam	35.00	35.00	35.00
• Telecommunicator Exam	35.00	35.00	35.00
• Police Officer to Jailer Exam	35.00	35.00	35.00
Credit By Examination	Tuition	Tuition	Tuition
GED Exam Fee-**1st and 4th Attempts** • GED Exam Fee-**$36.25** English Language Arts • GED Exam Fee-**$36.25** Mathematics only • GED Exam Fee-**$36.25** Science only • GED Exam Fee-**$36.25** Social Studies only	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change
GED Retest Exam Fee-**2nd, 3rd, 5th, and 6th Attempts** • GED Retest Exam Fee-**$16.25** English Language Arts • GED Retest Exam Fee-**$16.25** Mathematics only • GED Retest Exam Fee-**$16.25** Science only • GED Retest Exam Fee-**$16.25** Social Studies only	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change	Students will register and pay fees to Pearson VUE for GED on-line testing services and subject to change
HiSET Exam Fee (All Five Exams-**1st and 4th Attempts)** • HiSET Exam Fee-Reading only $25.00 • HiSet Exam Fee-Writing only $25.00 • HiSET Exam Fee-Math only $25.00 • HiSET Exam Fee-Science only $25.00 • HiSET Exam Fee-Social Studies only $25.00	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change
HiSET Exam Fee (All Five Exams-**2nd, 3rd, 5th, and 6th Attempts**) • HiSET Exam Fee-Reading only $15.00 • HiSET Exam Fee-Writing only $15.00 • HiSET Exam Fee-Math only $15.00 • HiSET Exam Fee-Science only $15.00 • HiSET Exam Fee-Social Studies only $15.00	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change	Students will register through the ETS website and pay all applicable fees online, including Test Center Fees. Fees subject to change
TSI Assessment Exam Fees: Effective January 11, 2021			
• TSI Assessment Reservation Fee	25.00	25.00	25.00
• TSI Assessment Exam Fee- Both exams	29.00	29.00	29.00
• TSI Assessment Exam Fee - Math only	15.00	15.00	15.00
• TSI Assessment Exam Fee-English Language Arts and Reading only	15.00	15.00	15.00
TSI Assessment Exam Retesting Fees: Effective January 11, 2021			
• TSI Assessment Reservation Fee	25.00	25.00	25.00

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
• TSI Assessment Exam Retesting Fee- Both exams	29.00	29.00	29.00
• TSI Assessment Exam Fee - Retesting Math only	15.00	15.00	15.00
• TSI Assessment Exam Fee-Retesting English Language Arts and Reading only	15.00	15.00	15.00
American Welding Society Certification Testing and Material Fees	250.00	Recovery of costs and processing fees	Recovery of costs and processing fees
CHILD DEVELOPMENT CENTER FEES:			
Tuition fee per week	125.00/week 25.00/day	125.00/week 25.00/day	125.00/week 25.00/day
Registration Fee: (per semester/session)			
• Fall Semester	50.00	50.00	50.00
• Spring Semester	50.00	50.00	50.00
• Summer Session	25.00	25.00	25.00
Late Pick-Up Fee	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute
Supply Fee: (per semester/session)			
• Fall Semester	40.00	40.00	40.00
• Spring Semester	40.00	40.00	40.00
• Summer Session	20.00	20.00	20.00
Reservation Fee: (per semester/session)			
• Fall Semester	65.00	65.00	65.00
• Spring Semester	65.00	65.00	65.00
• Summer Session	25.00	25.00	25.00
INCIDENTAL FEES:			
Audit Fee	Tuition and Lab Fees	Tuition and Lab Fees	Tuition and Lab Fees
Drop Fee (one-time fee)-1st class day through Census date	25.00	25.00	25.00
Course Repeat Fee per credit hour			
• Third or more attempt (Excludes Developmental)	125.00	125.00	125.00
• Enrollment in Developmental Studies Courses (>18 credit hours)	125.00	125.00	125.00
Developmental Studies Fee: One-time fee per semester	29.00	29.00	29.00
Fee per credit hour for dual credit students attempting a course three or more times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00
Reinstatement Fee (after Census date) Spring 2020 - Fee waived when incurred on or after March 13, 2020	200.00	200.00	200.00
Returned Check	30.00	30.00	30.00
Student ID Replacement Fee	15.00	15.00	15.00
Withdrawal Fee (from all couses-one-time fee)-after Census date	50.00	50.00	50.00
Student Insurance Fee (voluntary)	Fee is paid to approved insurance carrier. Subject to change	Fee is paid to approved insurance carrier. Subject to change	Fee is paid to approved insurance carrier. Subject to change

STUDENT TUITION AND FEES
FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
PROGRAM SPECIFIC FEES:			
Fire Academy Fees: (per student/per semester) includes: • Gear Rental • Self Contained Breathing Apparatus • Testing	1060.00	1060.00	1060.00
Police Academy Fees: (per student/per course) Includes: Ammunition (pistol, rifle, and shotgun), less lethal (taser cartridges, OC Canisters), duty gear (holster, pouches, handcuffs, etc.) • For the following courses: CJLE 1506, CJLE 1512, CJLE 1518, CJLE 1524, CJLE 1429	165.00	165.00	165.00
NAH and Other Course Fees: *Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities*	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
Welding and Other Course Fees: Certification (non- "S" Section) (per course) • For the following courses: WLDG 1312, WLDG 1457, WLDG 1428, WLDG 2406, WLDG 2451	Recovery of costs and processing fees	150.00	150.00
Information Technology and Other Course Fees: Certification (per course) • For the following courses: CPMT 1166 and CPMT 2350	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees

SOUTH TEXAS COLLEGE

TUITION AND FEES FOR DUAL CREDIT STUDENTS SPONSORED BY PARTNERING SCHOOL DISTRICTS FOR FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
DUAL CREDIT TUITION:			
Per credit hour tuition for out-of-district dual credit students sponsored by partnering school districts		87.00	87.00
Per credit hour tuition for non-resident dual credit students sponsored by partnering school districts		87.00	87.00
COURSE FEES:			
Electronic Distance Learning/VCT Course Fee per credit hour (Summer 2020 Sessions - Fee waived) (Fall 2020 Session - Fee waived)	10.00	10.00	10.00
NAH and Other Course Fees: *Liability Insurance/Exams/Booklets/Badges/Special Program ID/Certificates/Pinning Ceremony/Other Activities*	Recovery of costs and processing fees	Recovery of costs and processing fees	Recovery of costs and processing fees
INCIDENTAL FEES:			
Fee per credit hour for dual credit students attempting a course three or more times	125.00	125.00	125.00
Dual Credit Late Processing Fee per course per student after Census Day	200.00	200.00	200.00

REGIONAL CENTER FOR PUBLIC SAFETY EXCELLENCE (RCPSE) TUITION AND FEES FOR FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Continuing Education Public Safety Courses	6.50 per contact hour, or variable tuition based on recovery of costs	As per Workforce/Continuing Education Tuition and Fees Section on 2021-2022 Student Tuition and Fee Schedule	As per Workforce/Continuing Education Tuition and Fees Section on 2021-2022 Student Tuition and Fee Schedule
Fees:			
• Firearms Scenario-Based Simulator Training (per student for 30 minutes)	23.00	23.00	23.00
• Target Range Qualifier Simulator Training (per student for 30 minutes)	18.00	18.00	18.00
• Driving Simulator Training (per student for 30 minutes)	38.00	38.00	38.00
• Car Fire Simulator Training (per 4 hours) (Effective July 27, 2021)	Variable, based on recovery of costs	Variable, based on recovery of costs	Variable, based on recovery of costs
• Emergency Vehicle Operations Course (EVOC) (per agency)	100.00 per day or 18.00 per hour	100.00 per day or 18.00 per hour	100.00 per day or 18.00 per hour
• Skills Pad (per agency per hour)	25.00	25.00	25.00
• Classroom w/Technology (per day beyond 3 days of consecutive usage)	114.00	114.00	114.00
• TCOLE Licensing Certification Exam			
• Basic Peace Officer Exam	35.00	35.00	35.00
• Basic Jailer Exam	35.00	35.00	35.00
• Telecommunicator Exam	35.00	35.00	35.00
• Police Officer to Jailer Exam	35.00	35.00	35.00

SOUTH TEXAS COLLEGE

EMPLOYEE FEES FOR FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Child Development Center:			
Tuition fee per week	125.00/week 25.00/day	125.00/week 25.00/day	125.00/week 25.00/day
Registration Fee:			
• Fall Semester	50.00	50.00	50.00
• Spring Semester	50.00	50.00	50.00
• Summer Session	25.00	25.00	25.00
Late Pick-up Fee	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute
Supply Fee: (per semester/session)			
• Fall Semester	40.00	40.00	40.00
• Spring Semester	40.00	40.00	40.00
• Summer Session	20.00	20.00	20.00
Reservation Fee:			
• Fall Semester	65.00	65.00	65.00
• Spring Semester	65.00	65.00	65.00
• Summer Session	25.00	25.00	25.00
Parking Permit Fee	25.00	25.00	25.00
Parking Permit Replacement Fee	25.00	25.00	25.00
Parking Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	80.00	80.00	80.00
Fourth	100.00	100.00	100.00
Fifth	120.00	120.00	120.00
Handicap Parking Violations	150.00	150.00	150.00
Moving Traffic Violations:	30.00	30.00	30.00
First	50.00	50.00	50.00
Second	90.00	90.00	90.00
Third			
Vehicle Boot Removal Fee	100.00	100.00	100.00
Keyless Access Card Replacement Fee	10.00	10.00	10.00
Returned Check	30.00	30.00	30.00
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee per item	30.00	30.00	30.00
Lost or Damaged Inter-Library Loan or TexShare Item	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library	Fine and/or replacement cost as assessed and charged by lending library

SOUTH TEXAS COLLEGE

OTHER (NON-STUDENT/NON-EMPLOYEE) FEES FOR FY 2022-2023

	Board Approved FY 2020-2021	Board Approved FY 2021-2022	PROPOSED FY 2022-2023
Returned Check	30.00	30.00	30.00
Lost or Damaged Library Item	Cost of item plus processing fee	Cost of item plus processing fee	Cost of item plus processing fee
Lost or Damaged Library Item Processing Fee per item	30.00	30.00	30.00
Parking violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	80.00	80.00	80.00
Fourth	100.00	100.00	100.00
Fifth	120.00	120.00	120.00
Handicap Parking Violations	150.00	150.00	150.00
Moving Traffic Violations:			
First	30.00	30.00	30.00
Second	50.00	50.00	50.00
Third	90.00	90.00	90.00
Vehicle Boot Removal Fee	100.00	100.00	100.00
Child Development Center:			
Tuition per week	125.00/week 25.00/day	125.00/week 25.00/day	125.00/week 25.00/day
Registration Fee: (per semester/per session)			
• Fall Semester	50.00	50.00	50.00
• Spring Semester	50.00	50.00	50.00
• Summer Session	25.00	25.00	25.00
Late Pick-up Fee	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute	$5/first 5 minutes and $1/ea. add'l minute
Supply Fee: (per semester/per session)			
• Fall Semester	40.00	40.00	40.00
• Spring Semester	40.00	40.00	40.00
• Summer Session	20.00	20.00	20.00
Reservation Fee: (per semester/per session)			
• Fall Semester	65.00	65.00	65.00
• Spring Semester	65.00	65.00	65.00
• Summer Session	25.00	25.00	25.00

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Review and Recommend Action on Renewal of Delinquent Tax Collection Services for Hidalgo County and Starr County

Approval to renew the contract with Linebarger Goggan Blair & Sampson, LLP to provide delinquent tax collection services for Hidalgo County and Starr County at a 15 percent fee based on the amount of delinquent tax, penalty, and interest collected for a period from May 1, 2022 through April 30, 2023 will be requested at the February 22, 2022 Board meeting.

Purpose – The delinquent tax collection services contract with Linebarger Goggan Blair & Sampson, LLP expires on April 30, 2022. Approval to renew the contract for a one-year period is needed in order to provide collection services for delinquent property taxes that are owed to the College.

Justification - Property Tax Code Section 6.30 (c) states that the governing body of a taxing unit may contract with any competent attorney to represent the unit to enforce the collection of delinquent taxes. The attorney's compensation is set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected. The Board of Trustees previously approved a 15 percent penalty fee. The additional penalty is due on July 1 to the previous tax year.

Background – The contract for delinquent tax collection services was awarded to Linebarger Goggan Blair & Sampson, LLP at the March 31, 2020 Board meeting for the contract period beginning May 1, 2020 through April 30, 2021 with two (2) one-year renewal options. This is the second renewal of the two (2) one-year renewal options.

Funding Source – The delinquent tax collection services fee of 15 percent received from the taxpayer is paid to the delinquent tax attorney from the tax collection revenues collected by Hidalgo County and Starr County.

Enclosed Documents - A Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year and a Summary Total Tax Levy Uncollected follows in the packet for the Committee's information and review.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the renewal of the Delinquent Tax Contracts for Hidalgo County and Starr County at a 15 percent fee based on the amount of delinquent tax, penalty, and interest collected with Linebarger Goggan Blair & Sampson, LLP for one-year period from May 1, 2022 to April 30, 2023 as presented.

South Texas College
Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year
Not Including Penalty, Interest, and Other Collections [1]
As of Each Fiscal Year End

Hidalgo and Starr County - Combined

Fiscal Year	Total Cumulative Delinquent Tax Levy (Adjusted)	Delinquent Tax Levy Collected for Current and Prior Years	% Delinquent Tax Levy Collected	Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End	% Delinquent Tax Levy Uncollected
8/31/2005	7,227,802.27	2,302,797.10	31.86%	4,925,005.17	68.14%
8/31/2006	8,102,218.40	2,548,230.04	31.45%	5,553,988.36	68.55%
8/31/2007	8,743,052.44	2,965,049.45	33.91%	5,778,002.99	66.09%
8/31/2008	8,785,837.53	2,594,375.18	29.53%	6,191,462.35	70.47%
8/31/2009	9,373,403.56	2,716,703.89	28.98%	6,656,699.67	71.02%
8/31/2010	10,238,243.49	2,915,022.32	28.47%	7,323,221.17	71.53%
8/31/2011	10,711,114.63	2,734,335.40	25.53%	7,976,779.23	74.47%
8/31/2012	11,073,203.32	2,788,413.96	25.18%	8,284,789.36	74.82%
8/31/2013	10,914,477.70	2,630,960.02	24.11%	8,283,517.68	75.89%
8/31/2014	10,884,605.37	2,566,025.45	23.57%	8,318,579.92	76.43%
8/31/2015	10,800,006.57	2,612,116.17	24.19%	8,187,890.40	75.81%
8/31/2016	11,203,905.43	2,586,659.21	23.09%	8,617,246.22	76.91%
8/31/2017	11,820,122.79	2,793,290.16	23.63%	9,026,832.63	76.37%
8/31/2018	12,412,493.39	3,051,544.15	24.58%	9,360,949.24	75.42%
8/31/2019	12,501,578.09	2,938,633.63	23.51%	9,562,944.46	76.49%
8/31/2020	12,692,792.74	2,718,590.36	21.42%	9,974,202.38	78.58%
8/31/2021	13,407,753.31	3,392,141.95	25.30%	10,015,611.36	74.70%
12/31/2021	13,114,749.51	1,210,363.55	9.23%	11,904,385.96	90.77%

[1] Not including penalty and interest and other collections such as special inventory, refunds, and redemptions

South Texas College
Summary of Cumulative Delinquent Tax Levy Collections by Fiscal Year
Not Including Penalty, Interest, and Other Collections[1]
Hidalgo County and Starr County
As of Each Fiscal Year End

Hidalgo County Fiscal Year	Total Cumulative Delinquent Tax Levy (Adjusted)	Delinquent Tax Levy Collected for Current and Prior Years	% Delinquent Tax Levy Collected	Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End	% Delinquent Tax Levy Uncollected
8/31/2005	5,978,239.23	2,085,693.50	34.89%	3,892,545.73	65.11%
8/31/2006	6,746,745.98	2,358,746.57	34.96%	4,387,999.41	65.04%
8/31/2007	7,224,499.45	2,769,522.98	38.34%	4,454,976.47	61.66%
8/31/2008	7,129,924.85	2,420,602.01	33.95%	4,709,322.84	66.05%
8/31/2009	7,556,574.12	2,498,540.41	33.06%	5,058,033.71	66.94%
8/31/2010	8,258,756.74	2,729,121.63	33.05%	5,529,635.11	66.95%
8/31/2011	8,530,967.53	2,523,445.77	29.58%	6,007,521.76	70.42%
8/31/2012	8,752,982.60	2,582,406.29	29.50%	6,170,576.31	70.50%
8/31/2013	8,447,972.68	2,451,424.36	29.02%	5,996,548.32	70.98%
8/31/2014	8,177,151.97	2,332,595.47	28.53%	5,844,556.50	71.47%
8/31/2015	7,962,716.58	2,398,069.32	30.12%	5,564,647.26	69.88%
8/31/2016	8,126,450.21	2,363,719.49	29.09%	5,762,730.72	70.91%
8/31/2017	8,425,936.98	2,438,224.01	28.94%	5,987,712.97	71.06%
8/31/2018	8,862,522.79	2,687,463.75	30.32%	6,175,059.04	69.68%
8/31/2019	8,823,166.91	2,566,786.26	29.09%	6,256,380.65	70.91%
8/31/2020	8,880,508.11	2,386,507.72	26.87%	6,494,000.39	73.13%
8/31/2021	9,382,482.47	2,971,926.77	31.68%	6,410,555.70	68.32%
12/31/2021	8,970,164.39	1,080,560.42	12.05%	7,889,603.97	87.95%

Starr County Fiscal Year	Total Cumulative Delinquent Tax Levy (Adjusted)	Delinquent Tax Levy Collected for Current and Prior Years	% Delinquent Tax Levy Collected	Cumulative Delinquent Tax Levy Uncollected at Fiscal Year End	% Delinquent Tax Levy Uncollected
8/31/2005	1,249,563.04	217,103.60	17.37%	1,032,459.44	82.63%
8/31/2006	1,355,472.42	189,483.47	13.98%	1,165,988.95	86.02%
8/31/2007	1,518,552.99	195,526.47	12.88%	1,323,026.52	87.12%
8/31/2008	1,655,912.68	173,773.17	10.49%	1,482,139.51	89.51%
8/31/2009	1,816,829.44	218,163.48	12.01%	1,598,665.96	87.99%
8/31/2010	1,979,486.75	185,900.69	9.39%	1,793,586.06	90.61%
8/31/2011	2,180,147.10	210,889.63	9.67%	1,969,257.47	90.33%
8/31/2012	2,320,220.72	206,007.67	8.88%	2,114,213.05	91.12%
8/31/2013	2,466,505.02	179,535.66	7.28%	2,286,969.36	92.72%
8/31/2014	2,707,453.40	233,429.98	8.62%	2,474,023.42	91.38%
8/31/2015	2,837,289.99	214,046.85	7.54%	2,623,243.14	92.46%
8/31/2016	3,077,455.22	222,939.72	7.24%	2,854,515.50	92.76%
8/31/2017	3,394,185.81	355,066.15	10.46%	3,039,119.66	89.54%
8/31/2018	3,549,970.60	364,080.40	10.26%	3,185,890.20	89.74%
8/31/2019	3,678,411.18	371,847.37	10.11%	3,306,563.81	89.89%
8/31/2020	3,812,284.63	332,082.64	8.71%	3,480,201.99	91.29%
8/31/2021	4,025,270.84	420,215.18	10.44%	3,605,055.66	89.56%
12/31/2021	4,144,585.12	129,803.13	3.13%	4,014,781.99	96.87%

[1] Not including penalty and interest and other collections such as special inventory, refunds, and redemptions

South Texas College
Summary of Total Tax Levy Uncollected
By Tax Year for Hidalgo County and Starr County
As of December 31, 2021

Year	Adjusted Tax Levy	Tax Levy Collected Without Penalty and Interest	Tax Levy Uncollected	Percentage of Uncollected Levy	Penalty, Interest, and Other Collections	Total Levy Collected Including Penalty, Interest, and Other Collections	% Collected Including Penalty, Interest, and Other Collections
1996	10,211,268.00	10,182,238.51	(29,029.49)	-0.28%	629,142.19	10,811,380.70	105.88%
1997	10,580,849.00	10,554,039.54	(26,809.46)	-0.25%	656,143.35	11,210,182.89	105.95%
1998	10,939,147.00	10,909,841.32	(29,305.68)	-0.27%	715,219.82	11,625,061.14	106.27%
1999	11,613,173.45	11,577,828.21	(35,345.24)	-0.30%	421,009.68	11,998,837.89	103.32%
2000	12,501,287.00	12,359,373.52	(141,913.48)	-1.14%	870,526.01	13,229,899.53	105.83%
2001	13,855,450.00	13,779,331.49	(76,118.51)	-0.55%	774,513.83	14,553,845.32	105.04%
2002	29,264,011.67	29,088,212.16	(175,799.51)	-0.60%	1,553,953.75	30,642,165.91	104.71%
2003	30,503,889.00	30,325,064.99	(178,824.01)	-0.59%	1,418,721.87	31,743,786.86	104.06%
2004	32,845,468.00	32,640,513.27	(204,954.73)	-0.62%	1,689,525.52	34,330,038.79	104.52%
2005	34,326,593.76	34,100,026.18	(226,567.58)	-0.66%	1,540,466.29	35,640,492.47	103.83%
2006	36,810,472.00	36,567,494.11	(242,977.89)	-0.66%	1,834,095.92	38,401,590.03	104.32%
2007	41,504,936.00	41,227,782.12	(277,153.88)	-0.67%	2,508,983.13	43,736,765.25	105.38%
2008	44,607,359.00	44,299,173.29	(308,185.71)	-0.69%	2,937,425.79	47,236,599.08	105.89%
2009	45,074,868.00	44,722,117.71	(352,750.29)	-0.78%	1,854,880.32	46,576,998.03	103.33%
2010	44,724,698.97	44,357,537.32	(367,161.65)	-0.82%	1,377,600.25	45,735,137.57	102.26%
2011	44,078,575.84	43,703,860.53	(374,715.31)	-0.85%	1,186,348.98	44,890,209.51	101.84%
2012	44,192,546.71	43,803,707.24	(388,839.47)	-0.88%	1,071,248.62	44,874,955.86	101.54%
2013	45,115,196.73	44,701,911.21	(413,285.52)	-0.92%	1,092,816.39	45,794,727.60	101.51%
2014	56,751,112.45	56,220,927.64	(530,184.81)	-0.93%	1,901,607.14	58,122,534.78	102.42%
2015	60,383,744.23	59,739,673.11	(644,071.12)	-1.07%	1,434,373.54	61,174,046.65	101.31%
2016	63,118,517.69	62,377,053.42	(741,464.27)	-1.17%	1,130,888.79	63,507,942.21	100.62%
2017	67,041,091.98	66,124,364.81	(916,727.17)	-1.37%	1,632,063.35	67,756,428.16	101.07%
2018	67,283,045.57	66,107,484.68	(1,175,560.89)	-1.75%	999,232.58	67,106,717.26	99.74%
2019	68,811,632.38	67,224,576.75	(1,587,055.63)	-2.31%	1,070,475.66	68,295,052.41	99.25%
2020	71,724,915.73	69,265,331.07	(2,459,584.66)	-3.43%	1,466,175.61	70,731,506.68	98.61%
Delinquent Subtotal	997,863,850.16	985,959,464.20	(11,904,385.96)	-1.19%	33,767,438.38	1,019,726,902.58	102.19%

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Review and Recommend Action on Resolution 2022-008 to Impose an Additional 15% Penalty for Collection Cost of Delinquent Taxes as Authorized Under Section 33.07 of the Texas Property Tax Code for Attorney's Compensation

Approval of the Resolution 2022-08 imposing an additional 15 percent penalty for collection cost of delinquent taxes as authorized under Section 33.07 of the Texas Property Tax Code for attorney's compensation will be requested at the February 22, 2022 Board meeting.

Purpose – A resolution authorizing the College to levy an additional 15 percent penalty to the delinquent 2021 district taxes is needed to enforce the collection of delinquent taxes by compensating the attorney for the collection of delinquent taxes, penalty, and interest which will remain delinquent on July 1, 2022.

Justification – Board action will be necessary on the Resolution previously prepared by legal counsel to approve the additional 15 percent penalty for the attorney's compensation for the collection cost of delinquent taxes for Hidalgo County and Starr County collection services.

According to Section 6.30 (c), Attorneys Representing Taxing Units, of the Texas Property Tax Code, the total amount of the contracted attorney's compensation may not exceed 20 percent of the amount of delinquent tax, penalty, and interest collected.

Background – The Resolution to impose an additional 15 percent penalty for the collection of outstanding delinquent taxes for the tax year 2020 was approved by the Board on February 19, 2021.

Enclosed Documents – The Resolution to be completed with the delinquent tax attorney firm awarded for the collection of Delinquent Taxes follows in the packet for your review and information.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the Resolution 2022-008 imposing an additional 15 percent penalty for collection of delinquent taxes as authorized under Section 33.07 of the Texas Property Tax Code for Board approval as presented.

RESOLUTION NO. 2022-008

A RESOLUTION OF THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE LEVYING AN ADDITIONAL PENALTY OF 15% TO THE DELINQUENT 2021 DISTRICT TAXES PURSUANT TO SECTION 33.07 OF THE STATE OF TEXAS PROPERTY TAX CODE.

STATE OF TEXAS	**§**
COUNTY OF STARR	**§**
AND HIDALGO	**§**
SOUTH TEXAS COLLEGE DISTRICT	**§**

WHEREAS, South Texas College (the "College") has an amount of uncollected delinquent taxes due and owing the College for the tax year 2021; and

WHEREAS, pursuant to Section 33.07 of the Texas Property Code, the Board of Trustees is authorized to levy an additional penalty to recover the cost of collection of the amount of taxes, penalty, and interest due on 2021 taxes which remain delinquent on July 1, 2022; and,

WHEREAS, the College has contracted Linebarger Goggan Blair & Sampson, LLP for delinquent tax collection in Hidalgo County and Starr County; and

WHEREAS, both contracts provide for compensation, pursuant to Section 6.30 of the Texas Property Tax Code, at a rate of fifteen (15%) percent of collections.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF SOUTH TEXAS COLLEGE, THAT;

1. Pursuant to Section 33.07 of the Texas Property Tax Code, there is hereby levied on all 2021 delinquent taxes, the penalty of fifteen (15%) percent on the amount of taxes, penalty and interest due as of July 1, 2022, and thereafter for taxes levied for the tax year 2021. Such penalty is for the purpose of defraying costs of collection under the contract with the attorneys representing the College pursuant to the authority of Section 6.30 of the Texas Property Tax Code.

2. The Tax Assessor-Collectors for the College are hereby ordered and authorized to deliver a Notice of Delinquency and Notice of Additional Penalty to the property owners who have outstanding delinquent taxes for the tax year 2021 at least thirty (30) and not more than sixty (60) days before July 1, 2022.
3. A tax lien shall attach to the property on which the 2021 tax is imposed to secure payment of the penalty herein adopted and levied.

CONSIDERED, PASSED, APPROVED AND SIGNED this_____day of _____, 2022 at a regular meeting of the Board of Trustees of South Texas College at which a quorum was present and which was held in accordance with the provisions of Texas Government Code Chapter 551.

SOUTH TEXAS COLLEGE

BY:_____
Chairman

ATTEST:

BY:_____
Secretary

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Discussion and Action as Necessary on Use of the Department of Education Higher Education Emergency Relief Fund (HEERF) and Unrestricted Fund for a Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Regular and Full-Time Temporary and Part-Time Employees

Approval on Use of the Department of Education Higher Education Emergency Relief Fund (HEERF) and Unrestricted Fund for a Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Regular and Full-Time Temporary and Part-Time Employees will be requested at the February 22, 2022 Board meeting.

Purpose – To provide a salary payment to regular and full-time temporary and part-time employees on April 13, 2022, as applicable. Employees paid from the Unrestricted, Auxiliary, and Restricted Funds are eligible for the Return to Campus Safely COVID-19 Training and Retention Incentive Payment, which will be funded by the HEERF and Unrestricted Fund.

Justification – The proposed payment to eligible regular and full-time temporary and part-time employees would be issued as an incentive to encourage employees to continue to work on-campus and retain employees in light of the workplace hazardous conditions associated with COVID-19 upon returning to work on-campus, and for completion of additional customized COVID-19 training.

Background – On March 23, 2020, due to the COVID-19 pandemic and hazardous conditions, all College employees, with the exception of employees designated as essential, transitioned to work from home. Faculty teaching face-to-face classes transitioned classes to an on-line platform and continued instruction for the Spring 2020 semester. Employees designated as essential continued to come to campus to operate the College's instruction and administrative functions while complying with newly developed College safety protocols and communication measures and federal and state mandates.

During the period of May 1, 2020, through August 31, 2021, staff first returned to work on-campus on a rotational basis and then transitioned to return to work on-campus as scheduled before the COVID-19 pandemic. Faculty provided instruction both on-campus and on-line.

In the Fall 2021 semester, most faculty also returned to work on campus since face-to-face instruction was increased from 20% to approximately 40% of all classes.

In an effort to mitigate the risk of contracting or spreading the COVID-19 virus as faculty and staff returned to campus, safety protocols and communication measures were developed and implemented, which included daily deep sanitization of offices and classrooms, reporting and monitoring processes, and informational webpage and notices.

All of the above-mentioned measures were undertaken to address concerns and provide assurance of the safest workplace and learning environment possible.

One-Time Return to Campus Safely COVID-19 Training and Response Strategies Payment December 2021 and January 2022

On November 23, 2021 the College's Board of Trustees approved a One-Time Return to Campus Safely COVID-19 Training and Response Strategies Payment to eligible regular and full-time temporary and part-time employees in the amount of $2,500 and $1,500, respectively. The payment was funded by HEERF and the College's Unrestricted Fund as follows:

Funded by HEERF Regular and Full-Time Temporary Employees $2,500 Part-Time Employees $1,500				
Eligible Employees	**Employees Count**	**Payment Amount**	**Employers Payroll Taxes**	**Total**
Regular and Full-Time Temporary Employees	1,448	$3,620,000	$276,930	$3,896,930
Part-Time Employees	382	73,000	43,835	616,835
Total	**1,830**	**$4,193,000**	**$320,765**	**$4,513,765**

Funded by Unrestricted Fund Regular Employees $2,500				
Eligible Employees	**Employees Count**	**Payment Amount**	**Employers Payroll Taxes**	**Total**
Senior Management	54	$135,000	$10,328	$145,328
Other Eligible Employees	32	80,000	6,120	86,120
Total	**86**	**$215,000**	**$16,448**	**$231,448**

Other eligible employees including those employees currently not working on campus such as those telecommuting due to Office of Human Resources approved accommodations or Departmental Leads' approval, or on Family and Medical Leave Act (FMLA), or on military leave were eligible to receive the one-time salary payment upon their return to work on campus.

Department of Education

In an effort to provide an incentive to retain employees in light of the hazardous conditions associated with COVID-19, Administration requested and received approval from the Department of Education to grant a Return to Campus Safely COVID-19 Training and Retention Incentive Payment funded by HEERF. The payment will serve as an incentive to retain employees, encourage employees to continue to work on-campus, and complete the additional customized COVID-19 training.

According to the Department of Education, however, HEERF funds may not be used to fund a payroll payment for senior management employees.

The Texas Association of School Boards (TASB) and Three-Part Test
Administration considered the guidance provided by the Texas Association of School Boards (TASB) and the three-part test created by the Texas Supreme Court to determine if the One-Time Continued Return to Campus Safely COVID-19 Training Payment complies with the appropriate use of public funds and accomplishes a public purpose. Similar to the evaluation that was conducted for the November One-Time Return to Campus Safely COVID-19 Training and Response Strategies Payment, Administration has verified that the payment complies with the criteria provided by TASB and the three-part test requirements.

Return to Campus Safely COVID-19 Training and Retention Incentive Payment March 2022
A proposed payment for eligible regular and full-time temporary employees is $2,500 and the proposed payment for part-time employees is $1,500. The payment will be funded by HEERF and totals to $4,127,301.

The Return to Campus Safely COVID-19 Training and Retention Incentive Payment and employer's payroll taxes for regular and full-time temporary and part-time employees who are not considered senior management will be funded by HEERF. Senior management's one-time salary payment and employer's payroll taxes will be funded from the Unrestricted Fund. In addition, the one-time salary payments and employer's payroll taxes for seventeen (17) employees who have not returned to work on campus will be funded by the Unrestricted Fund.

Funded by HEERF Regular and Full-Time Temporary Employees $2,500 Part-Time Employees $1,500				
Eligible Employees	**Employees Count**	**Payment Amount**	**Employers Payroll Taxes**	**Total**
Regular and Full-Time Temporary Employees	1,419	$3,547,500	$271,384	$3,818,884
Part-Time Employees	191	286,500	21,917	308,417
Total	**1,610**	**$3,834,000**	**$293,301**	**$4,127,301**

A budget amendment to fund this cost from the Restricted Fund follows in the packet for the Board's consideration.

The proposed payment for eligible regular full-time senior management employees and other eligible employees is $2,500. The payment will be funded by the College's Unrestricted Fund and totals to $199,153.

Funded by Unrestricted Fund Regular Employees $2,500				
Eligible Employees	**Employees Count**	**Payment Amount**	**Employers Payroll Taxes**	**Total**
Senior Management	57	$142,500	$10,901	$153,401
Other Eligible Employees	17	42,500	3,252	45,752
Total	**74**	**$185,000**	**$14,153**	**$199,153**

Other eligible employees including those employees currently not working on campus such as those telecommuting due to Office of Human Resources approved accommodations or Departmental Leads' approval, or on Family and Medical Leave Act (FMLA), or on military leave are eligible to receive the one-time salary payment upon their return to work on campus.

A budget amendment to fund this cost from the Unrestricted Fund follows in the packet for the Board's consideration.

Eligibility Requirements
Employees may receive the payment on April 13, 2022 based on the following eligibility requirements:

- Regular and full-time temporary and part-time employees with an active assignment on February 22, 2022 and on March 31, 2022, and
- Completion of the additional customized COVID-19 training by March 31, 2022

Employees currently not working on campus such as, those telecommuting due to Office of Human Resources approved accommodations or Departmental Leads' approval, or on Family and Medical Leave Act (FMLA), or on military leave are eligible to receive the one-time salary payment upon their return to work on campus.

Employees in the Unrestricted Fund, Auxiliary Fund, and Restricted Fund in the following categories will be eligible for the One-Time Return to Campus Safely COVID-19 Training and Response Strategies Payment:

- Executive
- Administrative
- Professional/Technical Support Full-Time Exempt
- Professional/Technical Support Full-Time Non-Exempt
- Classified
- Faculty (Including Full-Time Lecturers)
- Adjunct Faculty
- Direct Wage
- Trainers
- Work-Study

Part-time employees in the following category will not be eligible for the one-time payment:

- Dual Credit Faculty (High School Employees)

Funding Source – The HEERF and Unrestricted Fund will be utilized to fund this Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Regular and Full-Time Temporary and Part-Time eligible employees. If this payment is approved, a FY 2021 - 2022 budget amendment is necessary and follows in the packet as a separate agenda item for the Board's consideration and approval.

Reviewers – The Return to Campus Safely COVID-19 Training and Retention Incentive Payment has been reviewed by College's Legal Counsel and Cabinet members.

Dr. Ricardo Solis, President, and Mary Elizondo, Vice President for Finance and Administrative Services, will be present at the Committee meeting to address any questions by the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the proposed Use of the Department of Education Higher Education Emergency Relief Fund (HEERF) and Unrestricted Fund for a Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Regular and Full-Time Temporary and Part-Time Employees as presented.

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Discussion and Action as Necessary on Proposed Budget Amendment for FY 2021 – 2022

Approval of a proposed budget amendment for FY 2021 – 2022 will be requested at the February 22, 2022 Board meeting.

As a result of additional tuition and fee revenue, the proposed Return to Campus Safely COVID-19 Training and Retention Incentive Payment, and transfer to the Unexpended Plant Fund, a budget amendment is requested. The total budgeted revenues and expenditures for the Unrestricted Fund, Restricted Fund, and Unexpended Plant Fund - Construction for fiscal year 2021 – 2022 will increase as follows:

Fiscal Year 2021 - 2022
Budgeted Revenues and Expenditures

Fund	Exh.	Amended Budget	Proposed Amendment	Amended Budget
Unrestricted Fund	A	$182,949,371	$8,283,631	$191,233,002
Restricted Fund	B	176,195,958	-	176,195,958
Unexpended Plant Fund - Construction	C	12,639,709	-	12,639,709

The budget amendment details and presentation follow in the packet for the Board's information and review.

The budget amendment is proposed as follows:

1. Budget Amendment – Increase Unrestricted Fund Revenues

A budget amendment is proposed to increase the Unrestricted Fund Revenues by $8,283,631 as follows:

Fiscal Year 2021 – 2022
Summary of Unrestricted Fund Revenues Adjustment

Revenue Source	Proposed Amendment
Total Tuition	$3,086,188
Total Fees	4,352,107
Total Carryover Allocations	845,336
Total Adjustments	**$8,283,631**

Fiscal Year 2021 - 2022
Unrestricted Revenues and Carryover Allocations

Expenditures	Amended Budget	Proposed Amendment	Amended Budget
Total Tuition	$30,880,973	$3,086,188	$33,967,161
Total Fees	24,334,646	4,352,107	28,686,753

Fiscal Year 2021 - 2022
Unrestricted Revenues and Carryover Allocations

Expenditures	Amended Budget	Proposed Amendment	Amended Budget
Total Carryover Allocations	6,186,261	845,336	7,031,597
Total Unrestricted Revenues and Carryover Allocations	**$61,401,880**	**$8,283,631**	**$69,685,511**

Tuition revenue is proposed to increase by $3,086,188 and Fees revenue is proposed to increase by $4,352,107 from their FY 2021 – 2022 budgeted amounts. The increase in tuition and fee revenue is due to additional revenue attributed to an increase in traditional student enrollment for the Fall semester and the projected increase in traditional student enrollment for the Spring semester.

Carryover Allocations is proposed to increase by $845,336 for the purpose of transferring funds from the Unrestricted Fund Balance to the Unexpended Plant Fund – Construction (Continuing Education Project) for capital improvement projects.

In total, the Unrestricted Fund Revenues are proposed to increase by $8,283,631.

2. Budget Amendment – Increase Unrestricted Fund Expenditures

A budget amendment is proposed to increase the Unrestricted Fund Expenditures by $8,283,631.

Fiscal Year 2021 - 2022
Summary of Unrestricted Fund Expenditures Adjustments

Expenditures	Proposed Amendment
Total Salaries	$1,928,165
Total Benefits	456,425
Total Operating	500,000
Total Transfers & Reserves	5,399,041
Total Adjustments	**$8,283,631**

Fiscal Year 2021 - 2022
Unrestricted Fund Salaries, Benefits, and Operating Expenditures, and Transfers & Reserves

Expenditures	Amended Budget	Proposed Amendment	Amended Budget
Total Salaries	$97,453,273	$1,928,165	$99,381,438
Total Benefits	30,494,142	456,425	30,950,567
Total Operating	37,144,217	500,000	37,644,217
Total Transfers & Reserves	14,103,727	5,399,041	19,502,768

Fiscal Year 2021 - 2022
Unrestricted Fund Salaries, Benefits, and Operating Expenditures, and Transfers & Reserves

Total Salaries, Benefits, and Operating Expenditures, and Transfers & Reserves	**$179,195,359**	**$8,283,631**	**$187,478,990**

A budget amendment is proposed to increase the Unrestricted Fund Expenditures and Transfers & Reserves by $8,283,631. The amendment is needed to increase funding for instructional pools, fund the College's new Cosmetology program, unfreeze positions, fund the Return to Campus Safely COVID-19 Training and Retention Incentive Payment to eligible regular and full-time temporary for completing a customized additional COVID-19 training and for retention purposes, and transfer funds to the Continuing Education Unexpended Plant Fund – Construction.

The Salaries expenditure budget is proposed to increase by $1,928,165. The increase in the salary expenditure budget is the projected total cost of the instructional pool increase in the amount of $1,000,000, the unfreezing of positions in the amount of $619,415, the creation of two new positions in the amount of $123,750, and the Return to Campus Safely COVID-19 Training and Retention Incentive Payment for employees not funded by the Higher Education Emergency Relief Fund (HEERF) in the amount of $185,000.

The Benefits expenditure budget is proposed to increase by $456,425. The increase in the benefits expenditure budget is the projected total cost of the instructional pool increase in the amount of $200,000, the unfreezing of positions in the amount of $201,929, the creation of two new positions in the amount of $40,343, and the Return to Campus Safely COVID-19 Training and Retention Incentive Payment for employees not funded by the Higher Education Emergency Relief Fund (HEERF) in the amount of $14,153.

The Operating expenditure budget is proposed to increase by $500,000 due to the College's new Cosmetology program equipment.

The Transfers & Reserves budget is proposed to increase by $5,399,041. The increase in the transfers and reserves budget reflects the excess tuition and fee revenue that will be added to the College's fund balance in the amount of $4,553,705 and the transfer to the Unexpended Plant Fund – Construction (Continuing Education Project) in the amount of $845,336.

In total, the Unrestricted Fund Expenditures are proposed to increase by $8,283,631.

3. Budget Amendment – Reallocate Restricted Fund Expenditures

A budget amendment is proposed to reallocate the Restricted Fund Expenditures by $4,127,301 as follows:

Fiscal Year 2021 - 2022
Summary of Restricted Fund Expenditures Adjustments

Expenditures	Proposed Amendment
Total Salaries	$3,834,000
Total Benefits	293,301
Total Operating	(4,127,301)
Total Adjustments	**$-**

Fiscal Year 2021 - 2022
Restricted Fund Salaries, Benefits, and Operating Expenditures

Expenditures	Amended Budget	Proposed Amendment	Amended Budget
Total Salaries	$7,264,940	$3,834,000	$11,098,940
Total Benefits	1,223,997	293,301	1,517,298
Total Operating	28,944,616	(4,127,301)	24,817,315
Total Salaries, Benefits, and Operating Expenditures	**$37,433,553**	**$-**	**$37,433,553**

A budget amendment is proposed to reallocate the Restricted Fund Expenditures by $4,127,301 due to the issuance of the Return to Campus Safely COVID-19 Training and Incentive Payment to eligible regular and full-time temporary and part-time employees for completing a customized additional COVID-19 training and for retention purposes. The proposed budget amendment will reallocate funds from the Operating expenditure budget to the Salaries and Benefits expenditure budgets. The Salaries and Benefits expenditure budgets are proposed to increase by $3,834,000 and $293,301, respectively. The Operating expenditure budget is proposed to decrease by $4,127,301. The proposed reallocations to the salary, benefit, and operating expenditure budgets will occur in the HEERF II Institutional Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) fund.

In total, the Restricted Fund Expenditures are proposed to remain unchanged from their FY 2021 – 2022 level.

4. Budget Amendment – Transfer Fund Balance from the Unrestricted Fund to the Unexpended Plant Fund – Construction (Continuing Education Project)

A budget amendment is proposed to transfer fund balance from the Unrestricted Fund to the Unexpended Plant Fund – Construction (Continuing Education Project) for the purpose of funding capital improvement projects, as follows:

Fiscal Year 2021 – 2022
Unexpended Plant Fund - Construction

Revenues	Original Budget	Proposed Amendment	Amended Budget
Unexpended Plant Fund – Construction Transfer In from Unrestricted Fund (Continuing Education Project)	$500,000	$845,336	$1,345,336
Fund Balance Deduction	9,104,485	(845,336)	8,259,149
Total Transfer In from Unrestricted Fund and Fund Balance Deduction	**$9,604,485**	**$-**	**$9,604,485**

The budget amendment details and presentation follow in the packet for the Committee's information and review.

Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, will present the Proposed Budget Amendment for FY 2021 – 2022.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, the proposed budget amendment for FY 2021 – 2022 as presented.

South Texas College
Unrestricted Fund

Fiscal Year Ending August 31, 2022
AMENDED

Revenue Summary

Revenue Source and Carryover Allocations	Amended Budget	Budget Amendment	Amended Budget
Total State Appropriations	$ 49,098,912	$ -	$ 49,098,912
Total Tuition	30,880,973	3,086,188	33,967,161
Total Fees	24,334,646	4,352,107	28,686,753
Total M&O Property Taxes	58,273,025	-	58,273,025
Total Other Revenues	6,437,408	-	6,437,408
Total HEERF Lost Revenue	7,738,146	-	7,738,146
Total Carryover Allocations	6,186,261	845,336	7,031,597
Total Revenues and Carryover Allocations	**$ 182,949,371**	**$ 8,283,631**	**$ 191,233,002**

Expenditures Summary

Expenditures/Transfers & Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 97,453,273	$ 1,928,165	$ 99,381,438
Total Benefits	30,494,142	456,425	30,950,567
Total Operating	37,144,217	500,000	37,644,217
Total Travel	2,229,954	-	2,229,954
Total Capital Outlay	1,524,058	-	1,524,058
Total Expenditures	**$ 168,845,644**	**$ 2,884,590**	**$ 171,730,234**
Transfers & Reserves			
Transfer to Unexpended Plant Fund	3,500,000	-	3,500,000
Transfer to CE Unexpended Plant Fund	-	845,336	845,336
Transfer to Office of ITED	865,581	-	865,581
Contigency Fund	2,000,000	-	2,000,000
Fund Balance Reserve	-	4,553,705	4,553,705
HEERF Fund Balance Reserve	7,738,146	-	7,738,146
Total Transfers & Reserves	**14,103,727**	**5,399,041**	**19,502,768**
Total Expenditures/Transfers & Reserves	**$ 182,949,371**	**$ 8,283,631**	**$ 191,233,002**

Exhibit B

South Texas College
Restricted Fund

Fiscal Year Ending August 31, 2022
AMENDED

Revenue Summary

Revenue Source	Amended Budget	Budget Amendment	Amended Budget
Total Restricted Revenue	$ 176,195,958	$ -	$ 176,195,958
Total Revenues	**$ 176,195,958**	**$ -**	**$ 176,195,958**

Expenditures Summary

Expenditures/Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 7,264,940	$ 3,834,000	$ 11,098,940
Total Benefits	1,223,997	293,301	1,517,298
Total Operating	28,944,616	(4,127,301)	24,817,315
Total Travel	33,670	-	33,670
Total Capital Outlay	5,436,764	-	5,436,764
Total Scholarships	133,291,972	-	133,291,972
Total Expenditures	**$ 176,195,958**	**$ -**	**$ 176,195,958**

South Texas College
Unexpended Plant Fund - Construction

Fiscal Year Ending August 31, 2022
AMENDED

Revenue Summary

Revenue Source and Fund Balance Allocations	Original Budget	Budget Amendment	Amended Budget
Interest	$ 35,224	$ -	$ 35,224
Transfer In from Unrestricted Fund	3,000,000	-	3,000,000
Transfer In from Unrestricted Fund Continuing Ed	500,000	845,336	1,345,336
Fund Balance Deduction	9,104,485	(845,336)	8,259,149
Total Revenues	**$ 12,639,709**	**$ -**	**$ 12,639,709**

Expenditure Summary

Expenditures/Reserves	Original Budget	Budget Amendment	Amended Budget
Projected Draws for Approved Projects	$ 12,639,709	$ -	$ 12,639,709
Projected Draws for Approved Projects Bond Series 2014 and 20	-	-	-
Fund Balance Addition	-	-	-
Total Expenditures	**$ 12,639,709**	**$ -**	**$ 12,639,709**

South Texas College

Proposed Budget Amendment for FY 2021 - 2022

February 8, 2022

MARIA G. ELIZONDO, MBA, CPA, CFE, CGMA
VICE PRESIDENT FOR FINANCE AND ADMINISTRATIVE SERVICES

1

Traditional Student Actual and Projected Headcount

Term	FY 2020 – 2021 Census Headcount	FY 2021 – 2022 Budgeted Headcount	FY 2021 – 2022 Actual/Projected Headcount
Fall	16,219	16,219	19,972
Spring	13,933	13,933	*16,719**
Summer	7,174	7,071	*7,071**
Total	37,326	37,223	*43,762**

** Projected*

2

Summary of Proposed Budget Amendment

Budgeted Revenues and Expenditures

Fund	Original/Amended Budget	Proposed Amendment	Amended Budget
Unrestricted Fund	$182,949,371	$8,283,631	$191,233,002
Restricted Fund	176,195,958	-	176,195,958
Unexpended Plant Fund	12,639,709	-	12,639,709

3

Unrestricted Fund

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Summary of Budget Changes
Unrestricted Fund Revenues

Revenue Source	Increase/ (Decrease)	Description
Total Tuition	$3,086,188	Additional Revenue due to Increase in Traditional Student Enrollment for the Fall semester and Projected Increase in Traditional Student Enrollment for the Spring semester
Total Fees	4,352,107	Additional Revenue due to Increase in Traditional Student Enrollment for the Fall semester and Projected Increase in Traditional Student Enrollment for the Spring semester
Total Carryover Allocations	845,336	Transfer funds from Unrestricted Fund Balance to the Unexpended Plant Fund – Construction (Continuing Education Project)
Total Revenues Increase	**$8,283,631**	

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Proposed Budget Amendment Summary
Unrestricted Fund

Revenue Summary

Revenue Source and Carryover Allocations	Amended Budget	Budget Amendment	Amended Budget
Total State Appropriations	$ 49,098,912	$ -	$ 49,098,912
Total Tuition	30,880,973	3,086,188	33,967,161
Total Fees	24,334,646	4,352,107	28,686,753
Total M&O Property Taxes	58,273,025	-	58,273,025
Total Other Revenues	6,437,408	-	6,437,408
Total HEERF Lost Revenue	7,738,146	-	7,738,146
Total Carryover Allocations	6,186,261	845,336	7,031,597
Total Revenues and Carryover Allocations	**$ 182,949,371**	**$ 8,283,631**	**$ 191,233,002**

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Summary of Budget Changes
Unrestricted Fund Expenditures

Expenditure Source	Increase/ (Decrease)	Description
Total Salaries	$1,928,165	Instructional Pool Increase, Unfreezing Positions, and Return to Campus Safely COVID-19 Training and Retention Incentive Payment (Not Funded by HEERF)
Total Benefits	456,425	Instructional Pool Increase, Unfreezing Positions, and Return to Campus Safely COVID-19 Training and Retention Incentive Payment (Not Funded by HEERF)
Total Operating	500,000	Cosmetology Program Equipment
Total Transfers & Reserves	5,399,041	Excess Tuition and Fee Revenue Added to Fund Balance and Transfer to Unexpended Plant Fund – Construction (Continuing Education Project)
Total Expenditures Increase	**$8,283,631**	

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Proposed Budget Amendment Summary
Unrestricted Fund

Expenditures Summary

Expenditures/Transfers & Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 97,453,273	$ 1,928,165	$ 99,381,438
Total Benefits	30,494,142	456,425	30,950,567
Total Operating	37,144,217	500,000	37,644,217
Total Travel	2,229,954	-	2,229,954
Total Capital Outlay	1,524,058	-	1,524,058
Total Expenditures	**$ 168,845,644**	**$ 2,884,590**	**$ 171,730,234**
Transfers & Reserves			
Transfer to Unexpended Plant Fund	3,500,000	-	3,500,000
Transfer to CE Unexpended Plant Fund	-	845,336	845,336
Transfer to Office of ITED	865,581	-	865,581
Contigency Fund	2,000,000	-	2,000,000
Fund Balance Reserve	-	4,553,705	4,553,705
HEERF Fund Balance Reserve	7,738,146	-	7,738,146
Total Transfers & Reserves	**14,103,727**	**5,399,041**	**19,502,768**
Total Expenditures/Transfers & Reserves	**$ 182,949,371**	**$ 8,283,631**	**$ 191,233,002**

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Restricted Fund

Summary of Budget Changes
Restricted Fund – HEERF II Institutional CRRSSA

Expenditures	Increase/ (Decrease)	Description
Total Salaries	$3,834,000	Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Full-Time Employees
Total Benefits	293,301	Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Full-Time Employees
Total Operating	(4,127,301)	Reallocate Funds Due to Return to Campus Safely COVID-19 Training and Retention Incentive Payment to Eligible Full-Time Employees
Total Expenditures Increase	**$ -**	

Proposed Budget Amendment Summary
Restricted Fund

Expenditures Summary

Expenditures/Reserves	Amended Budget	Budget Amendment	Amended Budget
Total Salaries	$ 7,264,940	$ 3,834,000	$ 11,098,940
Total Benefits	1,223,997	293,301	1,517,298
Total Operating	28,944,616	(4,127,301)	24,817,315
Total Travel	33,670	-	33,670
Total Capital Outlay	5,436,764	-	5,436,764
Total Scholarships	133,291,972	-	133,291,972
Total Expenditures	**$ 176,195,958**	**$ -**	**$ 176,195,958**

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Unexpended Plant Fund - Construction

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Summary of Budget Changes
Unexpended Plant Fund - Construction

Expenditures	Increase/ (Decrease)	Description
Unexpended Plant Fund – Construction Transfer In from Unrestricted Fund (Continuing Education Project)	$845,336	Transfer In from Unrestricted Fund for Continuing Education Capital Improvement Projects
Fund Balance Deduction	(845,336)	Transfer In from Unrestricted Fund for Continuing Education Capital Improvement Projects
Total Expenditures Increase	**$ -**	

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Proposed Budget Amendment Summary
Unexpended Plant Fund - Construction

Revenue Summary

Revenue Source and Fund Balance Allocations	Original Budget	Budget Amendment	Amended Budget
Interest	$ 35,224	$ -	$ 35,224
Transfer In from Unrestricted Fund	3,000,000	-	3,000,000
Transfer In from Unrestricted Fund Continuing Ed	500,000	845,336	1,345,336
Fund Balance Deduction	9,104,485	(845,336)	8,259,149
Total Revenues	**$ 12,639,709**	**$ -**	**$ 12,639,709**

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Thank You

Questions?

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Review and Recommend Action to Use HEERF Institutional Funds to Discharge Additional Student Debt for Summer 2020, Fall 2020, Spring 2021, Summer 2021 and New Student Debt for Fall 2021

Approval to use Higher Education Emergency Relief Fund (HEERF) Institutional Funds to discharge additional student debt for Summer 2020, Fall 2020, Spring 2021 and Summer 2021 and new student debt for Fall 2021 will be requested at the February 22, 2022 Board meeting.

Purpose – To use HEERF Institutional Funds to discharge student debt as allowed by the Department of Education guidance and to offer students the opportunity to eliminate their debt burden.

Justification – Guidance provided by the Department of Education states that the HEERF Institutional Funds may be used to reimburse sources of lost revenue including unpaid student accounts. If approved for this use, student unpaid delinquent account balances for the Fall 2021 term will be discharged with HEERF Institutional Funds. As a result, approximately 2,743 students with a total of $1,381,021.87 in debt will not be expected to pay this outstanding debt in the future.

Background – The US Department of Education, Higher Education Emergency Relief Fund II (HEERF II) Institutional Portion allocation under the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) in the amount of $32,178,403 was ratified by the Board of Trustees on January 26, 2021. In addition, the US Department of Education, Higher Education Emergency Relief Fund III (HEERF III) Institutional Portion allocation under the American Rescue Plan (ARP) in the amount of $36,274,751 was ratified by the Board of Trustees on May 25, 2021.

On June 22, 2021 and September 28, 2021, the Board approved the discharge of student debt for Summer 2020, Fall 2020, Spring 2021 and Summer 2021. The following debt has been discharged as of January 25, 2022:

Term	Number of Students	Proposed Discharged Student Debt (Estimated)
Summer 2020	385	$186,528.06
Fall 2020	1,469	973,726.38
Spring 2021	1,897	1,036,494.83
Summer 2021	851	344,399.39
Total	**4,602**	**$2,541,148.66**

As of January 25, 2022, the proposed estimated student debt requested to be discharged is as follows:

Term	Number of Students	Proposed Discharged Student Debt (Estimated)
Summer 2020	1	$27.00
Fall 2020	2	1,058.45
Spring 2021	8	4,075.63
Summer 2021	22	3,039.12
Fall 2021	2,710	1,372,820.67
Total	**2,743**	**$1,381,021.87**

Reviewers – The President and the Vice Presidents reviewed the proposal to discharge student debt with HEERF Institutional Funds.

Dr. Ricardo Solis, President, and Mrs. Mary Elizondo, Vice President for Finance and Administrative Services, will be present at the Committee meeting to address any questions by the Committee.

It is requested that the Finance, Audit, and Human Resources Committee recommend for Board approval at the February 22, 2022 Board meeting, to use HEERF Institutional Funds to discharge student debt as presented.

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Review and Discussion of Award for Outstanding Achievement in Popular Annual Financial Reporting Issued by Government Finance Officers Association of the United States and Canada (GFOA)

Government Finance Officers Association of the United States and Canada (GFOA) has given an Award for Outstanding Achievement in Popular Annual Financial Reporting to South Texas College for its Popular Annual Financial Report for the fiscal year ended August 31, 2021 The Award for Outstanding Achievement in Popular Annual Financial Reporting is a prestigious national award recognizing conformance with the highest standards for preparation of state and local government popular reports.

Purpose – In order to receive an Award for Outstanding Achievement in Popular Annual Financial Reporting, a government unit must publish a Popular Annual Financial Report, whose contents conform to program standards of creativity, presentation, understandability, and reader appeal.

An Award for Outstanding Achievement in Popular Annual Financial Reporting is valid for a period of one year only. This is the first time the College has applied for and received the Popular Award. We believe our current report continues to conform to the Popular Annual Financial Reporting requirements, and we are submitting it to GFOA to determine its eligibility for another Award.

Background – The Government Finance Officers Association (GFOA) established the Popular Annual Financial Reporting Awards Program (PAFR Program) in 1991 to encourage and assist state and local governments to extract information from their annual comprehensive financial report (ACFR) to produce high quality popular annual financial reports specifically designed to be readily accessible and easily understandable to the general public and other interested parties without a background in public finance and then to recognize individual governments that are successful in achieving that goal.

The Business Office completed the PAFR for the first time. The report is not a required document, but it is considered a best practice, and it meets an important need of presenting the highlights of the financial statements in a user-friendly format that simplifies complex data for those without an accounting background. It is a summarized version of the College's ACFR for the last fiscal year.

Enclosed Documents – A copy of the Award for Outstanding Achievement in Popular Annual Financial Reporting follows in the packet for the Committee's information.

Presenters - Mary Elizondo, Vice President for Finance and Administrative Services, and Myriam Lopez, Comptroller, will be present at the February 8, 2022 Finance, Audit and Human Resources Committee meeting to address any questions by the Committee.

No action is required from the Committee. This item is presented for information and feedback to staff.

Government Finance Officers Association

Award for Outstanding Achievement in Popular Annual Financial Reporting

Presented to

South Texas College

For its Annual Financial Report
for the Fiscal Year Ended

August 31, 2020

Christopher P. Morrill

Executive Director/CEO