



GARLAND

AGENDA

CITY COUNCIL WORK SESSION
City of Garland
Work Session Room, City Hall
William E. Dollar Municipal Building
200 North Fifth Street
Garland, Texas
Monday, November 8, 2021
6:00 p.m.

DEFINITIONS:

Written Briefing: Items that generally do not require a presentation or discussion by the staff or Council. On these items the staff is seeking direction from the Council or providing information in a written format.

Verbal Briefing: These items do not require written background information or are an update on items previously discussed by the Council.

The meeting will be broadcast by webinar or telephone at the following URL:

https://garlandtx.zoom.us/webinar/register/WN_IKboGOoSkeq_QOiaY9ojQ

Registration for the online meeting is required. The meeting will be recorded and will be available for viewing the next day at www.garlandtx.gov.

For those without internet access to the meeting, a dial-in option is available. The numbers are:

346-248-7799
470-250-9358
470-381-2552

The Meeting ID is: 870 3435 5523

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

(1) Pending/contemplated litigation, settlement offer(s), and matters concerning privileged and unprivileged client information deemed confidential by Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct. Sec. 551.071, Tex. Gov't Code.

(2) The purchase, exchange, lease or value of real property, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.072, Tex. Gov't Code.

(3) A contract for a prospective gift or donation to the City, if the deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. Sec. 551.073, Tex. Gov't Code.

(4) Personnel matters involving the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint against an officer or employee. Sec. 551.074, Tex. Gov't Code.

(5) The deployment, or specific occasions for implementation of security personnel or devices. Sec. 551.076, Tex. Gov't Code.

(6) Discussions or deliberations regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect of the sort described in this provision. Sec. 551.087, Tex. Gov't Code.

(7) Discussions, deliberations, votes, or other final action on matters related to the City's competitive activity, including information that would, if disclosed, give advantage to competitors or prospective competitors and is reasonably related to one or more of the following categories of information:

- generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling;
- bidding and pricing information for purchased power, generation and fuel, and Electric Reliability Council of Texas bids, prices, offers, and related services and strategies;
- effective fuel and purchased power agreements and fuel transportation arrangements and contracts;
- risk management information, contracts, and strategies, including fuel hedging and storage;
- plans, studies, proposals, and analyses for system improvements, additions, or sales, other than transmission and distribution system improvements inside the service area for which the public power utility is the sole certificated retail provider; and
- customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. Sec. 551.086; Tex. Gov't Code; Sec. 552.133, Tex. Gov't Code]

1. Public Comments on Work Session Items

Persons who desire to address the City Council on any item on the Work Session agenda are allowed three minutes to speak. Speakers are taken only at the beginning of the meeting, other than invited testimony.

Speakers are grouped by Work Session item and will be taken in the order of the Work Session agenda. Speakers must submit to the City Secretary a completed speaker's card before the beginning of the meeting. Speaker cards will not be accepted after the Mayor calls the meeting to order. Speaker cards are available in the lobby, at the visitor's side of the Work Session Room, and from members of staff.

Speakers are limited to addressing items on the Work Session agenda – any item relating to a Regular Session agenda item should be addressed at the Regular Session and any item not on an agenda may be addressed during the open microphone at the end of the Regular Session.

2. Consider the Consent Agenda

A member of the City Council may ask for discussion or further information on an item posted as a consent agenda item on the next Regular Meeting of the City Council. The Council Member may also ask that an item on the posted consent agenda be pulled from the consent agenda and considered for a vote separate from consent agenda items on the regular agenda. All discussions or deliberations on this portion of the work session agenda are limited to posted agenda items and may not include a new or unposted subject matter.

3. Written Briefings:

- a. Consider a resolution approving a schedule for meetings of the City Council to be held in Calendar Year 2022; and providing an effective date.**

At the October 18, 2021 Work Session, Council considered the meeting dates for the 2022 calendar year.

- b. Project Specific Agreement with Dallas County for Duck Creek Central Trail - Segment 2**

Council is requested to consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Duck Creek Central Trail - Segment 2. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Meeting.

c. Renaming of Municipal Court Building

In honor of Brad Neighbor's 36 years of dedicated service, civic participation and leadership to the City of Garland, Council is being asked to consider naming the City of Garland's Municipal Court Building to the "Brad Neighbor Municipal Court Building." This item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

d. Reduction of TMPA Decommissioning Reserve Account

Council is requested to approve the resolution reducing the TMPA Decommissioning Reserve Account to \$0.00 which will allow for proceeds from the sale of the Gibbons Creek Lignite Mine lands to be dispersed to the Member Cities, rather than deposited into the Account. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Meeting.

e. TxDOT Impaired Driving Mobilization (IDM) Grant 2022

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) - Impaired Driving Mobilization (IDM) Grant in the amount of \$15,057.00. If accepted, TxDOT will reimburse the City \$11,988.32. The grant requires the City to provide \$3,068.68 in matching funds. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Meeting.

4. Verbal Briefings:

a. COVID-19 Briefing

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

b. Downtown Marketing Efforts

Staff will provide a presentation detailing the past, present and future marketing and promotion efforts for the downtown district.

c. Splash Pad Operational Guidelines

Staff will do a presentation to Council on the future Splash Pad operational guidelines.

d. Home Improvement Incentive Program Update

Staff will provide City Council with a report on the Home Improvement Incentive Program.

e. Development Services Committee Report

Development Services Committee Chairman Dylan Hedrick will report on the following items:

- 1) Driveway Expansions*
- 2) Tree Mitigation Fees*
- 3) Cost Escalation on Bond Projects*

5. Announce Future Agenda Items

A member of the City Council, with a second by another member, or the Mayor alone, may ask that an item be placed on a future agenda of the City Council or a committee of the City Council. No substantive discussion of that item will take place at this time.

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

NOTICE: The City Council may recess from the open session and convene in a closed executive session if the discussion of any of the listed agenda items concerns one or more of the following matters:

The City Council will adjourn into executive session pursuant to Sections 551.072, 551.071, and 551.087 of the Texas Government Code to deliberate or discuss:

- 1. The purchase, exchange, lease or value of several tracts of real property for transportation projects, located in various places within the City (551.072) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).**
- 2. The purchase, exchange, lease or value of real property located in the vicinity of Marion Drive and Forest Lane (551.072) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).**
- 3. Commercial or financial information that the City has received from a**

business prospect that the City seeks to have locate, stay, or expand in the vicinity of South Garland Avenue and McCree Road and with which the City is conducting economic development negotiations (551.087).

7. Adjourn



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. a.

Meeting Date: November 8, 2021

Item Title: 2022 City Council Meeting Dates

Submitted By: Rene Dowl, City Secretary

Summary of Request/Problem

At the October 18, 2021 Work Session, Council considered staff's recommendation for meeting dates during the 2022 calendar year. The calendar, with Council revisions, will be presented for formal consideration at the November 9, 2021 Regular Meeting.

Recommendation/Action Requested and Justification

1. Approve a resolution adopting the 2022 City Council Work Session and Regular Session meeting dates.
2. Discuss additional changes to the 2022 City Council Work Session and Regular Session meeting dates.

Attachments

2022 Council Meeting Dates Ordinance

2022 Council Meeting Dates

2022 Council Meeting Dates Calendar Version

ORDINANCE NO.

AN ORDINANCE APPROVING A SCHEDULE FOR MEETINGS OF THE CITY COUNCIL TO BE HELD IN CALENDAR YEAR 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 8, Article III of the City Charter requires the City Council to prescribe by ordinance or resolution the time for its regular meetings; and

WHEREAS, Sec. 10.14 of the Code of Ordinances provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month; and

WHEREAS, because some of the meeting dates as prescribed by Sec. 10.14 for calendar year 2022 are impracticable due to conflicts with holidays, Council scheduling policies, and the like, those meetings must be rescheduled;

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

Section 1

That the City Council hereby approves the Schedule of Meetings, attached hereto and incorporated herein by reference as Exhibit A, for work session and regular meetings to be held in calendar year 2022.

Section 2

That this Ordinance shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of November, 2022.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT A

2022 SCHEDULE OF MEETINGS

<u>Work Session</u>	<u>Regular Session</u>
1. Monday, January 3	Tuesday, January 4
2. Wednesday, January 19	Tuesday, January 18
3. Monday, January 31	Tuesday, February 1
4. Monday, February 14	Tuesday, February 15
5. Monday, February 28	Tuesday, March 1
6. Monday, March 14	Tuesday, March 15
7. Monday, April 4	Tuesday, April 5
8. Monday, April 18	Tuesday, April 19
9. Monday, May 2	Tuesday, May 3
10. Monday, May 16	Tuesday, May 17
11. Monday, June 6	Tuesday, June 7
12. Monday, June 20	Tuesday, June 21
13. Wednesday, July 6	Tuesday, July 5
14. Monday, July 18	Tuesday, July 19
15. Monday, August 1	Tuesday, August 2
16. Monday, August 15	Tuesday, August 16
17. Wednesday, September 7	Tuesday, September 6
18. Monday, September 19	Tuesday, September 20
19. Monday, October 10	Tuesday, October 11
20. Monday, October 17	Tuesday, October 18
21. Wednesday, November 2	Tuesday, November 1
22. Monday, November 14	Tuesday, November 15
23. Monday, December 5	Tuesday, December 6
24. Monday, December 12	Tuesday, December 13

2022 Council Meeting Dates for Work Sessions & Regular Sessions

<u>Work Session</u>	<u>Regular Session</u>
1. Monday, January 3	Tuesday, January 4
2. Wednesday, January 19	Tuesday, January 18
3. Monday, January 31	Tuesday, February 1
4. Monday, February 14	Tuesday, February 15
5. Monday, February 28	Tuesday, March 1
6. Monday, March 14	Tuesday, March 15
7. Monday, April 4	Tuesday, April 5
8. Monday, April 18	Tuesday, April 19
9. Monday, May 2	Tuesday, May 3
10. Monday, May 16	Tuesday, May 17
11. Monday, June 6	Tuesday, June 7
12. Monday, June 20	Tuesday, June 21
13. Wednesday, July 6	Tuesday, July 5
14. Monday, July 18	Tuesday, July 19
15. Monday, August 1	Tuesday, August 2
16. Monday, August 15	Tuesday, August 16
17. Wednesday, September 7	Tuesday, September 6
18. Monday, September 19	Tuesday, September 20
19. Monday, October 10	Tuesday, October 11
20. Monday, October 17	Tuesday, October 18
21. Wednesday, November 2	Tuesday, November 1
22. Monday, November 14	Tuesday, November 15
23. Monday, December 5	Tuesday, December 6
24. Monday, December 12	Tuesday, December 13

2022

January

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August

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September

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October

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30	31					

November

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December

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Oct. 14 - National Night Out

Oct. 31 - Halloween
 Nov. 8 - Election Day



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: November 8, 2021
Item Title: Project Specific Agreement with Dallas County for Duck Creek Central Trail - Segment 2
Submitted By: Andy Hesser, Managing Director
Strategic Focus Areas: Enhanced Quality of Life through Amenities, Arts, and Events
Safe Community
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to enter into a Project Supplemental Agreement (PSA) with Dallas County for the design and construction of the Duck Creek Central Trail - Segment 2. This trail segment makes up the spine trail along Duck Creek, within the limits of work for Rick Oden Park - Phase 2.

OPTIONS

- A. Adopt a Resolution which authorizes the City Manager to execute the attached PSA with Dallas County.
- B. Take no action.

RECOMMENDATION

Option A – Authorize the City Manager to execute the PSA with Dallas County. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Session.

BACKGROUND

1. In 2021 the City executed a Master Agreement with Dallas County providing general terms regarding funding availability, agency responsibilities, etc., for “partnering” on eligible Transportation Improvements on roads inside Dallas County. The Master Agreement is the contractual agreement for eventual specific projects. A (Project Specific Agreement) PSA is then required to finalize specific costs and project management. Generally, Dallas County provides a 50% share of all eligible paving and drainage costs.
2. The Duck Creek Central trail is a 12-foot wide spine trail that is divided into 3 segments that make up a spine trail that will connect Rick Oden Park and Central Park. Segment 2 of 3 will extend from Briarwood Dr. to the southern limits of Segment 1, which terminates at the north side of the existing Jack Coleman Tennis Center in Rick Oden Park. Segment 2 will be 12-feet wide and will comprised of concrete, at-grade paving and PermaTrak

boardwalk. The portions of the trail that are designed to be boardwalk are due to those portions being located within the Erosion Hazard Setback limits along Duck Creek. The purpose of this setback is to reduce the potential for any damage caused by the erosion of the bank.

3. The PSA establishes a total cost of the project to be \$892,106. The County's commitment is \$391,053.00 with the City's share being the remaining \$501,053.00.
4. The City's funding for this project will be included in the 2022 CIP utilizing 2019 Bond funding.
5. The final cost share amounts are:

Dallas County	\$391,053.00
City of Garland	\$501,053.00

CONSIDERATION

1. Council action is required to authorize the City Manager to sign the PSA with Dallas County.
2. The PSA was reviewed by the City Attorney's Office.

Attachments

MCIP 12001 PSA Garland and Dallas County
Context Map
Detail Plan
Duck Creek Trail Segment 2 MCIP

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, ("City"), and the County of Dallas, Texas, ("County"), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on the Duck Creek Central Trail Segment 2, MCIP Project 12001, from Duck Creek Central Trail Southern Segment 1 to Briarwood Drive in the City of Garland, Texas, hereinafter called (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

**Article I.
Project Specific Agreement**

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II.
Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A.”

3. Current Cost Estimates and Funding Sources, which is attached hereto and incorporated herein by reference as Attachment “B.”
4. Project vicinity map, which is attached hereto and incorporated herein by reference as Attachment “C.”

Article III.
Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.
Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. The Project limits are from Duck Creek Trail Southern Segment 1 to Briarwood Drive. The Duck Creek Central Trail (Segment 2) is a 12-foot wide spine trail that is part of a 3 segment connection from Rick Oden Park to Central Park. Segment 2 will be 12-feet wide and comprise of concrete, at-grade paving and PermaTrak boardwalk. Segment 2 of 3 will extend from Briarwood Drive to the southern limits of Segment 1, which terminates at the north side of the existing Jack Coleman Tennis Center in Rick Oden Park. The portions of the trail that are designed to be boardwalk are due to those portions being located within the Erosion Hazard Setback limits along Duck Creek. The purpose of this setback is to reduce the potential for any damage caused by the erosion of the bank.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.
Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole

PSA-City of Garland for Duck Creek Central Trail Segment 2, MCIP 12001

discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.

Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Duck Creek Central Trail Southern Segment 1 to Briarwood Drive.
3. The agreed upon Standard Basic Project Design is as defined in the Project Scoping Sheets, Attachment "A." Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. The Project will require the acquisition of transportation and/or road right-of-way which is specifically all real property needed or convenient for transportation and/or roadway and/or drainage purposes as shown in the Project design or right-of-way plans and specifically includes all real property outside of the designed right-of-way needed, if applicable, or convenient to the construction, drainage, interface with adjoining streets or alleys, driveways or other access ways or other Project permanent or temporary easements which is approved by the City and County. Such right-of-way acquisition shall be the responsibility of the City as Lead Agency. The City shall coordinate any necessary City-owned utility adjustments for construction of the Project. Such acquisitions will be transferred into the City's name as owner as the City will be solely responsible for maintenance after construction is completed.
6. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
7. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.

8. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.
3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City shall use the total funding committed by City and County solely for the purpose of eligible Project costs.
7. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
8. City shall coordinate any necessary utility adjustments for construction of the Project.
9. City shall work to ensure design and construction are completed in a timely and effective manner.
10. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
11. City shall inform County of all Project activity and approvals.
12. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
13. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment “B”:

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Eight Hundred Ninety Two Thousand One Hundred Six Dollars and no cents (\$892,106.00) as shown in Attachment “B.”
2. The County’s total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Ninety One Thousand Fifty Three Dollars and no cents (\$391,053.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Twenty Five Thousand Dollars and no cents (\$25,000.00).
3. The County in-house Project delivery (“IHPD”) costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Five Hundred One Thousand Fifty Three Dollars and no cents (\$501,053.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees, within thirty (30) days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project’s scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII.

Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.

- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
Director of Public Works
Dallas County Administration Building
411 Elm Street, Fourth Floor
Dallas County, Texas 75202-3389

To: City: City of Garland
Director of Public Works
Address: 800 Main Street
Garland, TX 75040

Either party may change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.

XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2021.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2021.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By: _____
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, TxDOT, City of Garland

IS THE PATH ON A ROAD FACILITY?	YES ☐	NO ☒	
IS TRAIL ADJACENT TO BACK OF CURB?	YES ☐	NO ☒	NA ☐
AWAY FROM ROADWAY?	YES ☐	NO ☐	NA ☒
If yes, specify distance: _____			
SHARED USE PATH?	YES ☒	NO ☐	
ROADWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
MID BLOCK CROSSINGS INVOLVED?	YES ☐	NO ☒	
DRIVEWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
RAILROAD CROSSINGS INVOLVED?	YES ☐	NO ☒	
IS A TRAFFIC STUDY REQUIRED?	YES ☐	NO ☒	

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

TRAIL ACCESS CONNECTIONS?

YES ☒

NO ☐

If yes, list the access points below:

Access provided from the South from shared-lane facility on Briarwood Dr. Access provided from the North from Duck Creek Central Trail - Segment 1.

BRIDGES OR GRADE SEPARATIONS?

YES ☒

NO ☐

If yes, please specify facility(ies) below:

Permatrak boardwalk along top of bank of Duck Creek within Erosion Hazard Setback limits.

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: N/A

Proposed: 12 feet

BICYCLE DESIGN SPEED: 20 mph

PAVEMENT CROSSFALL:

PROPOSED: 2% (Typical)

MINIMUM: 0%

MAXIMUM: 2%

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

GRADE REQUIREMENTS:

Any deep cuts, high fills?

YES ☐

NO ☒

VERTICAL GRADE:

MINIMUM 0%

MAXIMUM 5%

WILL SWITCHBACKS BE NECESSARY TO COMPLY
WITH GRADE REQUIREMENTS:

YES ☐

NO ☒

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS?

YES ☒

NO ☐

If yes, please specify types and generally describe locations:

Minimal pedestrian-scaled directional and regulatory signage will be added at appropriate locations.

TRAIL HEAD?

YES ☐

NO ☒

PARKING?

YES ☒

NO ☐

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC?

YES ☒

NO ☐

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6 inches

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

CONCRETE REINFORCEMENT TYPE: Rebar
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 48 feet

EXPANSION JOINT MATERIAL: Redwood with joint sealer

SAWED DUMMY JOINT INTERVALS: 12 feet

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40 ☐ TR-55

SIDE DITCHES? YES ☐ NO ☒

BRIDGES/ BOX CUVERTS INVOLVED? YES ☐ NO ☒

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☐ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT:

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? 10-year storm frequency

If yes, how many feet of freeboard are required? None required

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

PERMITS

USACE 404 PERMIT YES ☐ NO ☒

TCEQ PERMIT YES ☐ NO ☒

CDC PERMIT YES ☐ NO ☒

ENVIRONMENTAL IMPACT STATEMENT YES ☐ NO ☒

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

City of Garland Floodplain Permit

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☐ NO ☒

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☐ NO ☒

IRRIGATION? YES ☒ NO ☐

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

BRICK PAVERS?

YES ☐

NO ☒

If yes, please define location(s)

TRAIL LIGHTING?

YES ☐

NO ☒

If yes, define location(s) and spacing of lighting poles:

TRAFFIC SIGNALS?

YES ☐

NO ☒

MID-BLOCK SIGNALS?

YES ☐

NO ☒

CROSSWALK MARKINGS?

YES ☐

NO ☒

ON-STREET DEDICATED BIKE LANES?

YES ☐

NO ☒

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES ☐

NO ☒

RETAINING WALLS?

YES ☐

NO ☒

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

DECORATIVE RAILINGS?

YES ☒

NO ☐

MONUMENT?

YES ☐

NO ☒

WATER FOUNTAIN?

YES ☐

NO ☒

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY?

YES ☐

NO ☒

If yes, specify owner and R.O.W. width:

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

Erosion Hazard Setback limits along Duck Creek were established to mitigate long-term undermining of trail infrastructure following flood events. Permatrak boardwalk system to be utilized in areas along Duck Creek where trail enters Erosion Hazard Setback limits.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☒ NO ☐

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

ANY WATER WELLS? YES ☐ NO ☒

EASEMENT/R.O.W. MAP NEEDED? YES ☒ NO ☐

FIELD NOTES NEEDED? YES ☐ NO ☒

R.O.W. PLATS NEEDED? YES ☒ NO ☐

R.O.W. ACQUISITION? YES ☒ NO ☐

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATIONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

ADDITIONAL REMARKS

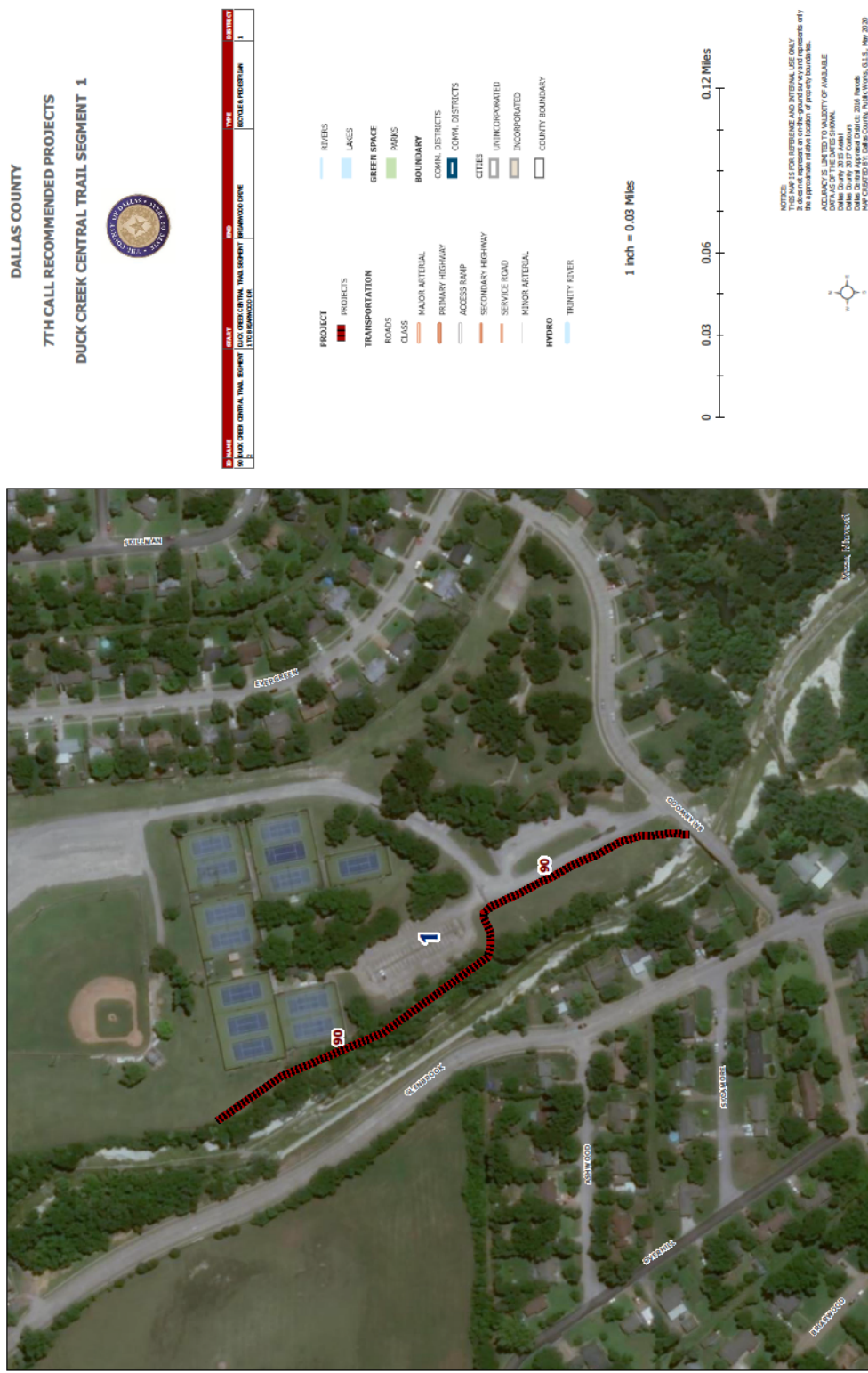
ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

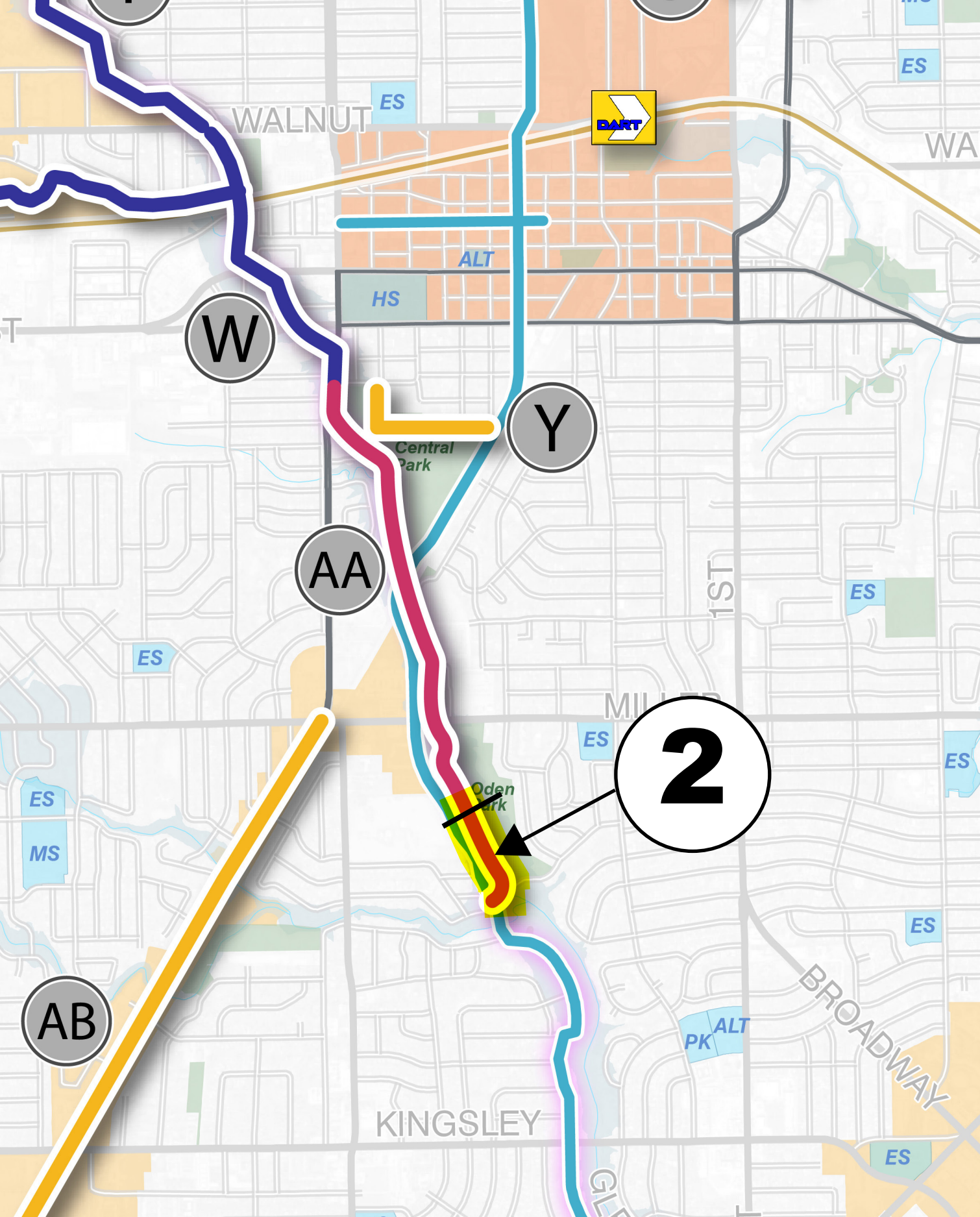
CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: DUCK CREEK CENTRAL TRAIL SEGMENT 2 MCIP 12001

Estimated Project Cost	
Engineering	\$ 85,000
Dallas County In House Project Delivery (IHPD)	\$ 25,000
Construction	\$ 782,106
Total	\$ 892,106
Funding Sources	
Dallas County	\$ 391,053
City of Garland	\$ 501,053
Total	\$ 892,106

ATTACHMENT “C”





REF. DETAIL 3, SHEET L-4.7

REF. DETAIL 2, SHEET L-4.4

REF. CITY OF GARLAND'S MENU OF
SIGN TYPES AUGUST 2020

MATCHLINE TO L-3.0

EXISTING FEMA
FLOODWAY (TYP.)

EXISTING TENNIS COURTS

67' L x 13' W PERMATRAK BRIDGE
REF. DETAIL 1, SHEET L-4.10

LEDGESTONE WALL (TYP.)
REF. DETAIL 1, SHEET L-4.9

WHEEL STOP (TYP.)
REF. DETAIL 4, SHEET L-4.1

NEW LOCATION OF RELOCATED
FIRE HYDRANT

SITE LIGHTING (TYP.)
REF. ELECTRICAL PLANS

HEAVY DUTY VEHICULAR PAVEMENT (TYP.)
REF. PAVING PLANS

PARK BENCH CONCRETE PAD (TYP.)
REF. DETAIL 3, SHEET L-4.3

LANDSCAPE AREA (TYP.)

PARK BENCH CONCRETE PAD (TYP.)
REF. DETAIL 3, SHEET L-4.3

BACKLESS PARK BENCH (TYP.)
REF. DETAIL 2, SHEET L-4.3

BIKE RACK CONCRETE PAD (TYP.)
REF. DETAIL 6, SHEET L-4.3

BIKE RACK (TYP.)
REF. DETAIL 5, SHEET L-4.3

EXISTING MANHOLE TO BE
ADJUSTED TO GRADE

EXISTING TENNIS PRO SHOP

ACCESSIBLE PARKING (A)
REF. DETAIL 3, SHEET L-4.1

INTEGRAL CURB & GUTTER
(TYP.) DETAIL 9, SHEET L-4.18

4,841' L x 13' W PERMATRAK BRIDGE
REF. DETAIL 1, SHEET L-4.10

CONNECTION TO TRAIL (TYP.)
REF. DETAIL 4, SHEET L-4.0

CONCRETE SIDEWALK (TYP.)
REF. DETAIL 1, SHEET L-4.0

EROSION HAZARD SET BACK

ACCESSIBLE PARKING (B)
REF. DETAIL 1, SHEET L-4.2

INTEGRAL
DETAIL 9,

REMOVABLE BOLLARD
REF. DETAIL 7, SHE

CONCRETE SIDEWALK (TYP.)
REF. DETAIL 1, SHEET L-4.0

INTEGRAL CURB & GUTTER (TYP.)
DETAIL 9, SHEET L-4.18

EROSION HAZARD SET BACK

PARKING STALLS 9'x20' (TYP.)

PROPERTY LINE (TYP.)

SAWTOOTH CURB (TYP.)
REF. DETAIL 2, SHEET L-4.9

FIRE LANE (TYP.)

DUCK CREEK

DUCK CREEK CENTRAL
TRAIL - SEGMENT 2

**DALLAS COUNTY CAPITAL IMPROVEMENT
PROJECT SPECIFIC AGREEMENT
TO THE MASTER AGREEMENT GOVERNING
MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROGRAM**

This Project Specific Agreement (“PSA”) to the Master Agreement Governing Major Capital Transportation Improvement Program (“Master Agreement”) is made by and between the City of Garland, Texas, (“City”), and the County of Dallas, Texas, (“County”), acting by and through its duly authorized officials, for the purpose of constructing transportation improvements on the Duck Creek Central Trail Segment 2, MCIP Project 12001, from Duck Creek Central Trail Segment 1 to Briarwood Drive in the City of Garland, Texas, hereinafter called (“Project”).

WHEREAS, the Project is located within the City of Garland;

WHEREAS, the City has requested that it be designated as the Lead Agency for the Project and will provide the Project Manager;

WHEREAS, the City and the County entered into a Master Agreement on May 18, 2021, by Commissioners Court Order 2021-0494, for the purpose of transportation improvements on roads inside Dallas County;

WHEREAS, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract with each other for the performance of governmental functions and services, as well as joint funding of road construction or improvements of road or street projects.

NOW THEREFORE THIS PSA is made by and entered into by the City and the County for the mutual consideration stated herein.

Article I.

Project Specific Agreement

This PSA is to specifically identify the Project, changes in the rights and responsibilities of each of the parties as set forth in the Master Agreement and any additions thereto as incorporated herein. This PSA will be an addition to the Master Agreement and incorporate each of its terms and conditions. All terms of the Master Agreement remain in full force and effect except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

Article II.

Incorporated Documents

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Agreement authorized by County Commissioners Court Order 2021-0494 dated May 18, 2021, and additions thereto, which is incorporated herein by reference.
2. Project Scoping Sheets, which are attached and incorporated herein as Attachment “A.”

3. Current Cost Estimates and Funding Sources, which is attached hereto and incorporated herein by reference as Attachment “B.”
4. Project vicinity map, which is attached hereto and incorporated herein by reference as Attachment “C.”

Article III.

Term of Agreement

This PSA shall become effective when signed by the last party whose signature makes the respective agreement fully executed and shall terminate upon the completion and acceptance of the Project by Dallas County Commissioners Court or upon the terms and conditions in the Master Agreement, Article IV, Section A, Termination.

Article IV.

Project Description

This PSA is entered into by the parties to develop public transportation improvements within the City of Garland, Texas. The Project limits are from Duck Creek Trail Segment 1 to Briarwood Drive. The Duck Creek Central Trail (Segment 2) is a 12-foot wide spine trail that is part of a 3 segment connection from Rick Oden Park to Central Park. Segment 2 will be 12-feet wide and comprise of concrete, at-grade paving and PermaTrak boardwalk. Segment 2 of 3 will extend from Briarwood Drive to the southern limits of Segment 1, which terminates at the north side of the existing Jack Coleman Tennis Center in Rick Oden Park. The portions of the trail that are designed to be boardwalk are due to those portions being located within the Erosion Hazard Setback limits along Duck Creek. The purpose of this setback is to reduce the potential for any damage caused by the erosion of the bank.

This Project will facilitate the movement of public transportation to benefit both the City and County. The City does hereby give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

Article V.

Fiscal Funding

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this PSA, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this PSA, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this PSA as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this PSA or failure of any funding party to budget or authorize funding for this PSA during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, as its sole

discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Article VI.

Agreements

I. County and City Responsibilities:

1. City will be the Lead Agency for the Project from commencement of planning to completion of construction.
2. City and County mutually agree that the Project limits are from Duck Creek Central Trail Segment 1 to Briarwood Drive.
3. The agreed upon Standard Basic Project Design is as defined in the Project Scoping Sheets, Attachment "A." Such design shall be the Standard Basic Project Design for the Project and specifically does not include Road or Street Amenity, Paving and Drainage Amenities or Utility Betterments as defined in the Master Agreement. If the City adds relocation or adjustment of City Utilities or Utility Betterments, the City agrees that it will pay 100% of the costs of these additions.
4. The City agrees that County may include any such item as an optional item to the construction bidding. City further agrees to review the bids submitted, the bid specifications, quantities, bid amount and any other item the City shall choose to review and furnish a written acceptance or rejection of the bid within ten (10) days of receipt. In the event the bid is accepted, City agrees to encumber an amount adequate for the total estimated project costs as indicated in Attachment "B."
5. In order to certify compliance with the expenditure of the Project funding for this PSA, the City agrees to furnish to the County, its Auditor, or its designated representative(s) the unrestricted right to audit any and all accounting and other records regarding any funds paid or claimed under this agreement, including, but not limited to all books, records, reports, tickets, deposits, expenditure, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software or firmware, or any other item utilized by the City regarding this PSA (records). City contracts and agrees that all records shall be kept and maintained for a period of time not less than four (4) years from the date of the termination of this PSA. Such records shall be provided to the County in Dallas County, Texas and available for any audit at any time upon request.
6. The results of any audit may be furnished to City for comment. In the event that any audit shall determine that moneys are owed to County, such sums are deemed to be due and payable to Dallas County, Texas, within thirty (30) days of the date of an invoice for such cost being deposited in the United States mail, via certified mail, with return receipt requested.
7. The audit provisions of this agreement shall survive the termination of this agreement until all Project claims to which the County is or may be a party, are fully paid or reduced to judgment not subject to appeal and barred by the Texas statute regarding limitation of actions.

II. City Responsibilities:

1. City shall be the Lead Agency for the Project. As the Lead Agency, City will provide project management of the Project from commencement of planning to completion of construction.
2. City will execute the necessary agreements, subject to City Council approval, for the implementation of design and construction of the Project mutually agreed upon and

incorporated herein by this PSA, including for the acquisition of right-of-way and any utility relocation.

3. City will accomplish all tasks and responsibilities of the Lead Agency as set forth in the Master Agreement. City will provide management in accordance with the Phase 5 Project Delivery System detailed in Exhibit "A" of the Master Agreement.
4. City shall provide a City Council Resolution commitment to meet the Project funding subject to City Council authorization of required additional funds.
5. This PSA is City approval of the preferred alignment and the proposed estimated budget and funding.
6. City shall use the total funding committed by City and County solely for the purpose of eligible Project costs.
7. City agrees that it shall be responsible for contractual requirements with each party utilized or related to the completion of the Project. City further agrees that it will include in its contractual or procurement specification all items necessary for full compliance with the rules, regulations and requirements of all City, state, and federal laws.
8. City shall coordinate any necessary utility adjustments for construction of the Project.
9. City shall work to ensure design and construction are completed in a timely and effective manner.
10. City shall allow the County an opportunity to review and comment on the design plans, change orders, and amendments.
11. City shall inform County of all Project activity and approvals.
12. City shall provide a final accounting of Project costs once the planning is complete and accepted by the County. The accounting shall have sufficient detail for the County Auditor to verify Project costs.
13. City shall be responsible for maintaining the roadway, transportation improvements, grading area, drainage structures, striping, and signage after the Project is complete.

III. County Responsibilities:

1. County agrees to participate in the City led project as a funding participant.
2. The County will attend task force meetings, field construction meetings and will retain right during construction to confirm progress through inspection and to review and provide comments to plans, change orders, and amendments in a timely manner.
3. The review of, comments to, and approval or acceptance of work performed by the City, its contractors or subcontractors, by the County shall not constitute nor be deemed either controlling or a release of the responsibility, and liability of City regarding its consultant, employees, subcontractors, agents, and consultants for the accuracy and competency of their work. Nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the work prepared.

Article VII.

Funding

County and City mutually agree to proportionately fund the Direct Project and Program cost as follows and as summarized in Attachment "B":

1. Notwithstanding any provision in the Master Agreement, this PSA, any amendment thereto, or any other agreement between the parties regarding this Project, the total Project cost is estimated to be Eight Hundred Ninety Two Thousand One Hundred Six Dollars and no cents (\$892,106.00) as shown in Attachment "B."

2. The County's total obligation to this Project is to provide funding in the amount not to exceed Three Hundred Ninety One Thousand Fifty Three Dollars and no cents (\$391,053.00), reduced by all County in-house project delivery costs of the total Project cost, estimated to be Twenty Five Thousand Dollars and no cents (\$25,000.00).
3. The County in-house Project delivery ("IHPD") costs may include, but are not limited to, design costs, preliminary scoping and research, preliminary design services, design review, special services, site inspection, meetings, and preliminary utility coordination.
4. The City agrees to provide funding to this Project in the amount of at least Five Hundred One Thousand Fifty Three Dollars and no cents (\$501,053.00).
5. The City shall be responsible for any additional Project costs if such additional funding commitments are approved by Administrative Action signed by the Mayor or by resolution of the City Council.
6. City agrees, within thirty (30) days notification by County, to encumber an amount adequate for the total estimated Project costs as determined prior to the commencement of the Project. The County will pay Project costs as invoiced by the City after construction is completed and accepted by all agencies involved.
7. If the total Project costs excluding paving and drainage amenities or utility betterments should exceed the total Project cost, the City and County agree to amend the Project's scope to remain within the current estimated not to exceed amount.
8. Any payments to be made by any party hereto shall be from current revenue or other lawfully available funds in accordance with Chapter 791 of the Texas Government Code.

Article VIII. Miscellaneous

- I. **Indemnification. County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this PSA, without waiving any governmental/sovereign immunity available to the County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**
- II. No Third Party Beneficiaries. The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of the City and County that any entity other than the City or County receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. Applicable Law. This PSA is and shall be expressly subject to the Sovereign Immunity of the County and the Governmental Immunity of the City, pursuant to Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable federal and state laws. This PSA shall be governed by and construed in accordance with the laws and case decisions of the State of Texas. Exclusive venue for any legal action regarding this PSA filed by either the City or County shall be in Dallas County, Texas.
- IV. Notice. Any notice provided for in this PSA to be given by either party to the other, shall be required to be in writing and shall be deemed given when personally delivered, or two (2) business days after being deposited in the United States Mail, postage prepaid, by certified mail, return receipt requested; or by registered mail; and addressed as follows:

To: County: County of Dallas
 Director of Public Works
 Dallas County Records Building
 500 Elm Street, Suite 5300
 Dallas County, Texas 75202

To: City: City of Garland
 Director of Public Works
 Address: 800 Main Street
 Garland, TX 75040

Either party may change its address for notice by giving the other party written notice thereof.

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. When this PSA has been duly executed and delivered by both parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Number and Gender. Words of any gender used in this PSA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.
- IX. Effective Date. This PSA shall commence on the Effective Date. The Effective Date of this PSA shall be the date it is expressly executed by the last of the parties. Reference to the date of execution shall mean the Effective Date.
- X. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- XI. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- XII. Entire Agreement. This PSA embodies the complete agreement of the parties, and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters in the PSA.
- XIII. No Joint Enterprise/Venture. City and County agree that neither party is an agent, servant, or employee of the other party. No joint enterprise/venture exists between the City and the County.
- XIV. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council.

(the remainder of this page intentionally left blank)

The City of Garland, State of Texas, has executed this PSA pursuant to duly authorized City Council Resolution _____, Minutes _____ dated the ____ day of _____, 2021.

The County of Dallas, State of Texas, has executed this PSA pursuant to Commissioners Court Order Number _____ and passed on the ____ day of _____, 2021.

County of Dallas:

City of Garland:

Clay Lewis Jenkins, County Judge

By:
Title: _____

Date

Date

Approved as to Form*:
John Creuzot
District Attorney

Attest:

By: _____
Jana Prigmore Ferguson
Assistant District Attorney

By: _____
Title: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

TRAIL PAVEMENT AND ALIGNMENT TOPICS

GENERAL INFORMATION

DESIGN STANDARDS TO BE USED (IN ORDER OF PRECEDENCE):

AASHTO, TxDOT, City of Garland

IS THE PATH ON A ROAD FACILITY?	YES ☐	NO ☒	
IS TRAIL ADJACENT TO BACK OF CURB?	YES ☐	NO ☒	NA ☐
AWAY FROM ROADWAY?	YES ☐	NO ☐	NA ☒
If yes, specify distance: _____			
SHARED USE PATH?	YES ☒	NO ☐	
ROADWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
MID BLOCK CROSSINGS INVOLVED?	YES ☐	NO ☒	
DRIVEWAY CROSSINGS INVOLVED?	YES ☐	NO ☒	
RAILROAD CROSSINGS INVOLVED?	YES ☐	NO ☒	
IS A TRAFFIC STUDY REQUIRED?	YES ☐	NO ☒	

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

TRAIL ACCESS CONNECTIONS?

YES ☒ NO ☐

If yes, list the access points below:

Access provided from the South from shared-lane facility on Briarwood Dr. Access provided from the North from Duck Creek Central Trail - Segment 1.

BRIDGES OR GRADE SEPARATIONS?

YES ☒ NO ☐

If yes, please specify facility(ies) below:

Permatrak boardwalk along top of bank of Duck Creek within Erosion Hazard Setback limits.

PAVEMENT SECTION

PAVEMENT WIDTH

Existing: N/A

Proposed: 12 feet

BICYCLE DESIGN SPEED: 20 mph

PAVEMENT CROSSFALL:

PROPOSED: 2% (Typical)

MINIMUM: 0%

MAXIMUM: 2%

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

GRADE REQUIREMENTS:

Any deep cuts, high fills?

YES ☐

NO ☒

VERTICAL GRADE:

MINIMUM 0%

MAXIMUM 5%

WILL SWITCHBACKS BE NECESSARY TO COMPLY
WITH GRADE REQUIREMENTS:

YES ☐

NO ☒

MINIMUM RAIL HEIGHT: 42 inches

SIGNAGE AND/OR DISTANCE MARKERS?

YES ☒

NO ☐

If yes, please specify types and generally describe locations:

Minimal pedestrian-scaled directional and regulatory signage will be added at appropriate locations.

TRAIL HEAD?

YES ☐

NO ☒

PARKING?

YES ☒

NO ☐

PAVEMENT STRUCTURE

MAINTENANCE VEHICLE TRAFFIC?

YES ☒

NO ☐

MINIMUM PAVEMENT STRUCTURE THICKNESS: 6 inches

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

CONCRETE REINFORCEMENT TYPE: Rebar
(E.G. REBAR OR FIBER)

EXPANSION JOINT INTERVALS: 48 feet

EXPANSION JOINT MATERIAL: Redwood with joint sealer

SAWED DUMMY JOINT INTERVALS: 12 feet

DRAINAGE TOPICS

DRAINAGE DESIGN CRITERIA:

☐ TXDOT ☒ CITY ☐ HYDRO-35 ☐ TP-40 ☐ TR-55

SIDE DITCHES? YES ☐ NO ☒

BRIDGES/ BOX CUVERTS INVOLVED? YES ☐ NO ☒

If yes, specify involvement: ☐ BRIDGE(S) ☐ BOX CULVERT(S) ☐ BOTH

MINIMUM COVER FOR CROSS DRAIN CULVERT: _____

FLOODPLAIN CONSIDERATION? YES ☒ NO ☐

If yes, what is the design storm frequency? 10-year storm frequency

If yes, how many feet of freeboard are required? None required

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

PERMITS

USACE 404 PERMIT YES ☐ NO ☒

TCEQ PERMIT YES ☐ NO ☒

CDC PERMIT YES ☐ NO ☒

ENVIRONMENTAL IMPACT STATEMENT YES ☐ NO ☒

TDLR ARCHITECTURAL BARRIERS REVIEW REQUIRED? YES ☒ NO ☐

ANY OTHER PERMITS FROM OTHER AGENCIES SUCH AS TxDOT, DFW AIRPORT,
DART, UTILITY COMPANIES, ETC? YES ☒ NO ☐

If yes, please document below:

City of Garland Floodplain Permit

ADDITIONAL TOPICS OF CONCERN

LANDSCAPING (OTHER THAN SODDING)? YES ☐ NO ☒

EXPOSED AGGREGATE DRIVEWAYS, SIDEWALKS? YES ☐ NO ☒

STAMPED/COLORED CONCRETE? YES ☐ NO ☒

IRRIGATION? YES ☒ NO ☐

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

BRICK PAVERS?

YES ☐

NO ☒

If yes, please define location(s)

TRAIL LIGHTING?

YES ☐

NO ☒

If yes, define location(s) and spacing of lighting poles:

TRAFFIC SIGNALS?

YES ☐

NO ☒

MID-BLOCK SIGNALS?

YES ☐

NO ☒

CROSSWALK MARKINGS?

YES ☐

NO ☒

ON-STREET DEDICATED BIKE LANES?

YES ☐

NO ☒

If yes, specify width: _____

BUS STOPS OR BUS SHELTERS?

YES ☐

NO ☒

RETAINING WALLS?

YES ☐

NO ☒

If yes, please specify wall type (stone, blocks, gabions, proprietary types, etc.)

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

DECORATIVE RAILINGS?

YES ☒ NO ☐

MONUMENT?

YES ☐ NO ☒

WATER FOUNTAIN?

YES ☐ NO ☒

EASEMENT TOPICS

DOES THE TRAIL EXIST IN UTILITY OR RAILROAD RIGHT OF WAY OR OTHER
INDEPENDENTLY OWNED PROPERTY? YES ☐ NO ☒

If yes, specify owner and R.O.W. width:

OUTLINE BELOW ANY ADDITIONAL GUIDELINES TO BE FOLLOWED DUE TO
TRAIL'S EXISTENCE IN INDEPENDENTLY OWNED PROPERTY:

Erosion Hazard Setback limits along Duck Creek were established to mitigate long-term undermining of trail infrastructure following flood events. Permatrak boardwalk system to be utilized in areas along Duck Creek where trail enters Erosion Hazard Setback limits.

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

RIGHT OF WAY CONSTRAINTS, IF ANY, PROVIDE A LIST AND DESCRIPTION ALONG
WITH DATA FOR RISK ASSESSMENT: YES ☐ NO ☒

ANY NON-ROUTINE, i.e., CEMETARY, JUNK YARD, OLD CHURCHES, SERVICE
STATIONS, CONTAMINATED SOILS, LANDFILLS, NOISE WALL CONSIDERATIONS,
TRAILER PARKS, TREE ORDINANCES? YES ☐ NO ☒

If yes, please define below:

ANY NON-CONFORMING ISSUES? YES ☐ NO ☒

ANY WATER WELLS? YES ☐ NO ☒

EASEMENT/R.O.W. MAP NEEDED? YES ☐ NO ☒

FIELD NOTES NEEDED? YES ☐ NO ☒

R.O.W. PLATS NEEDED? YES ☐ NO ☒

R.O.W. ACQUISITION? YES ☐ NO ☒

PARKING/LOSS OF PARKING CONSIDERATIONS? YES ☐ NO ☒

HISTORICAL SITE CONSIDERATIONS? YES ☐ NO ☒

ATTACHMENT “A”

Project Specific Agreement to Master Agreement Governing Transportation Major Capital Improvement Projects

PROJECT SCOPING SHEETS FOR SHARED USE PATHS

Project Name: Duck Creek Central Trail - Segment 2

MCIP Project No: 12001

ADDITIONAL REMARKS

ATTACHMENT “B”
Dallas County Capital Improvement Program
Project Specific Agreement

CURRENT COST ESTIMATES & FUNDING SOURCES

PROJECT NAME: DUCK CREEK CENTRAL TRAIL SEGMENT 2 MCIP 12001

Estimated Project Cost	
Engineering	\$ 85,000
Dallas County In House Project Delivery (IHPD)	\$ 25,000
Construction	\$ 782,106
Total	\$ 892,106
Funding Sources	
Dallas County	\$ 391,053
City of Garland	\$ 501,053
Total	\$ 892,106

ATTACHMENT “C”



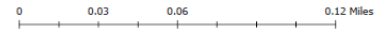
DALLAS COUNTY
7TH CALL RECOMMENDED PROJECTS
DUCK CREEK CENTRAL TRAIL SEGMENT 1



LINE NUMBER	START	END	TYPE	PRIORITY
90	DUCK CREEK CENTRAL TRAIL SEGMENT 1 TO BROADWOOD DR	BROADWOOD DRIVE	BICYCLE & PEDESTRIAN	1

PROJECT	PROJECTS	— RIVERS
TRANSPORTATION		— LAKES
ROADS		GREEN SPACE
CLASS		— PARKS
— MAJOR ARTERIAL		BOUNDARY
— PRIMARY HIGHWAY		— COMPL. DISTRICTS
— ACCESS RAMP		— COMPL. DISTRICTS
— SECONDARY HIGHWAY		CITIES
— SERVICE ROAD		— UNINCORPORATED
— MINOR ARTERIAL		— INCORPORATED
HYDRO		— COUNTY BOUNDARY
— TRINITY RIVER		

1 inch = 0.03 Miles



NOTICE:
THIS MAP IS FOR REFERENCE AND INTERNAL USE ONLY.
It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
ACCURACY IS LIMITED TO VALIDITY OF AVAILABLE DATA AS OF THE DATES SHOWN.
Dallas County 2015 Aerial
Dallas County 2017 Centimeters
Dallas Central Appraisal District: 2016 Parcels
MAP CREATED BY: Dallas County, Public Works, G.I.S., May 2020





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. c.

Meeting Date: November 8, 2021

Item Title: Renaming of Municipal Court Building

Submitted By: Brian England, Deputy City Attorney

Summary of Request/Problem

In honor of Brad Neighbor's 36 years of dedicated service, civic participation and leadership to the City of Garland, Council is being asked to consider naming the City of Garland's Municipal Court Building to the "Brad Neighbor Municipal Court Building."

Brad Neighbor began his career with the City of Garland as an Environmental Code Inspector on August 17, 1980; then, after leaving to attend law school, rejoined the City on May 3, 1985 as an Assistant City Attorney II in the Office of the City Attorney, where he would eventually serve for over thirty-six years. After serving as an Assistant City Attorney for over twenty years, on August 2, 2005, Brad became Garland's City Attorney, a position he has held since that time.

Brad has enjoyed many honors throughout his career, including being Board Certified in Civil Appellate Law by the State Bar of Texas, being certified as a Local Government Fellow by the International Municipal Lawyer's Association, achieving the highest rating by the Martindale-Hubble organization, and becoming a member of the College of the State Bar of Texas. As City Attorney, Brad was the chief architect of Texas' first automated red light enforcement program; managed the transfer of supervisory responsibility for the Garland City Marshal's Office to the Office of the City Attorney; played an integral role in restructuring the City's relationship with the North Texas Municipal Water District, thereby saving the Garland taxpayers millions of dollars; and significantly decreased the amount of litigation referred to outside counsel in favor of handling these matters in-house, which saved the citizens of Garland millions of dollars previously spent on attorney's fees.

Recommendation/Action Requested and Justification

It is requested that the Garland Municipal Court Building be renamed the "Brad Neighbor Municipal Court Building." This item will be scheduled for formal consideration at the November 9, 2021 Regular Meeting.

Attachments

Resolution Municipal Court

RESOLUTION NO. _____

A RESOLUTION NAMING THE GARLAND MUNICIPAL COURT BUILDING, LOCATED AT 1791 W. AVENUE B, AS THE "BRAD NEIGHBOR MUNICIPAL COURT BUILDING"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Brad Neighbor began his career with the City of Garland as an Environmental Code Inspector on August 17, 1980; then, after leaving to attend law school, rejoined the City on May 3, 1985 as an Assistant City Attorney II in the Office of the City Attorney, where he would eventually serve for over thirty-six years;

WHEREAS, after serving as an Assistant City Attorney for over twenty years, on August 2, 2005, Brad became Garland's City Attorney, a position he has held since that time;

WHEREAS, Garland has been enriched by Brad's presence, contributions, leadership, and the immense body of work he has performed on the City's behalf over the course of his career;

WHEREAS, Brad has enjoyed many honors throughout his career, including being Board Certified in Civil Appellate Law by the State Bar of Texas, being certified as a Local Government Fellow by the International Municipal Lawyer's Association, achieving the highest rating by the Martindale-Hubble organization, and becoming a member of the College of the State Bar of Texas;

WHEREAS, as City Attorney, Brad was the chief architect of Texas' first automated red light enforcement program; managed the transfer of supervisory responsibility for the Garland City Marshal's Office to the Office of the City Attorney; and significantly decreased the amount of litigation referred to outside counsel in favor of handling these matters in-house, which saved the citizens of Garland millions of dollars previously spent on attorney's fees;

WHEREAS, in honor of Brad's years of dedicated service, we honor, commemorate, and thank Brad for his civic participation, leadership, wise counsel, and being an integral part of the Garland community; and

WHEREAS, the City Council desires to honor and recognize Brad Neighbor for his contributions and many years of dedicated service to the City of Garland.

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

Section 1

That the City Council does hereby resolve to name the City municipal courts building, located at 1791 W. Avenue B, as the "Brad Neighbor Municipal Court Building".

Section 2

That this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: November 8, 2021

Item Title: Reduction of TMPA Decommissioning Reserve Account

Submitted By: Darrell Cline, General Manager & CEO

Strategic Focus Areas: Sound Governance and Finances

ISSUE

With the sale of the Gibbons Creek Steam Electric Station, the Texas Municipal Power Agency ("TMPA") and the TMPA Planning and Operating Committee members of the cities of Bryan, Denton, Garland and Greenville ("Member Cities"), have determined the need to reduce the TMPA Decommissioning Reserve Account. The resolution provides for the reduction of the TMPA Decommissioning Reserve Account required balance to \$0.00, which will allow for proceeds from the sale of the Gibbons Creek Lignite Mine lands to be dispersed to the Member Cities, rather than deposited into the Account.

OPTIONS

- A. Approve the resolution reducing the TMPA Decommissioning Reserve Account.
- B. Do not approve the resolution reducing the TMPA Decommissioning Reserve Account.

RECOMMENDATION

Option (A) – Approve the resolution reducing the TMPA Decommissioning Reserve Account. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Meeting.

BACKGROUND

In 2016, the Texas Municipal Power Agency ("TMPA") and the cities of Bryan, Denton, Garland and Greenville ("Member Cities"), entered into a joint operating agreement establishing the rights and responsibilities of the parties as they relate to the operations of TMPA, including decommissioning, environmental remediation, and the winding up of the affairs of TMPA ("JOA"). The JOA established a Decommissioning Reserve Account to fund costs of decommissioning the Gibbons Creek Steam Electric Station and environmental remediation. The JOA calls for the money received by TMPA for the sale of its mining lands to be placed in the TMPA Decommissioning Reserve Account so that the money could be used for decommissioning the Gibbons Creek Steam Electric Station and environmental remediation.

The purpose of the TMPA Decommissioning Reserve Account has been accomplished with the sale of the Gibbons Creek Steam Electric Station, in conjunction with the establishment of an

escrow account providing for funds for decommissioning, the posting of a performance bond for decommissioning operations, and the provision of an environmental insurance policy. With the purpose of the TMPA Decommissioning Reserve Account accomplished, TMPA and the TMPA Planning and Operating Committee members of the Member Cities have determined the need to reduce the Account balance requirement from \$30,000,000 to \$0.00.

If the resolution is approved by all the Member Cities and TMPA, proceeds from the sale of the mining lands will be distributed to the Member Cities. If the resolution is not passed by all the Member Cities and TMPA, the monies will be placed in the TMPA Decommissioning Reserve Account and not distributed to the Member Cities. As noted above, there is no need to reserve funds for decommissioning and environmental remediation because the decommissioning and environmental remediation is being accomplished by the purchaser of the Gibbons Creek Steam Electric Station.

CONSIDERATION

Staff seeks the Council's concurrence for approving the proposed resolution.

Attachments

Garland Resolution to Reduce Amount of Decommissioning Reserve Account

RESOLUTION NO. _____

A RESOLUTION DECLARING THE THAT THE PURPOSES OF THE DECOMMISSIONING RESERVE ACCOUNT UNDER THE JOINT OPERATING AGREEMENT BETWEEN THE TEXAS MUNICIPAL POWER AGENCY ("AGENCY") AND THE CITIES OF BRYAN, DENTON, GARLAND, AND GREENVILLE (THE "MEMBER CITIES") HAVE BEEN ACCOMPLISHED AND APPROVING A REDUCTION OF THE REQUIRED ACCOUNT BALANCE OF THE DECOMMISSIONING RESERVE ACCOUNT.

WHEREAS, the City of Garland is a party to a Joint Operating Agreement ("JOA") with the Agency and the other Member Cities regarding the operations of the Texas Municipal Power Agency;

WHEREAS, the JOA between the Agency and the Member Cities requires that proceeds from the sale of the Gibbons Creek Lignite Mine be used for, among other things, the establishment of an Indemnity Reserve Account having an account balance of \$5 million and a Decommissioning Reserve Account having an account balance of \$30 million;

WHEREAS, an Indemnity Reserve Account having an account balance of \$5 million has already been established;

WHEREAS, the purposes of the Decommissioning Reserve Account are to fund the costs of decommissioning the Gibbons Creek Steam Electric Station ("Gibbons Creek"), fund the costs of environmental remediation, and fund the costs of environmental insurance;

WHEREAS, the purposes of the Decommissioning Reserve Account have been accomplished through:

(i) the sale of Gibbons Creek to the Gibbons Creek Environmental Redevelopment Group, LLC ("GCERG"), which has assumed all responsibilities relating to the decommissioning and environmental remediation of Gibbons Creek,

(ii) in connection with such sale, the establishment of an escrow fund with UMB Bank, n.a., as escrow agent, funded in the initial amount of \$28,546,000, to provide for GCERG's decommissioning costs, and

(iii) also in connection with such sale, the posting of a performance bond by GCERG, to provide additional security for the decommissioning operations, in the amount of \$36,500,000, and the provision by GCERG of a \$25,000,000

environmental insurance policy, naming the Agency and the Member Cities as insureds;

WHEREAS, because the purposes of the Decommissioning Reserve Account have been accomplished, the City Council has determined that the required account balance of the Decommissioning Reserve Account should be reduced to \$0.00 to avoid overfunding for the costs of decommissioning; and

WHEREAS, pursuant to Section 3.2.3(3) of the JOA, the required account balance of the Decommissioning Reserve Account may be adjusted provided that all Member Cities approve of the adjustment.

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

Section 1

That the City of Garland approves the reduction of the required account balance of the Decommissioning Reserve Account to \$0.00.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the ____ day of _____, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: November 8, 2021
Item Title: TxDOT Impaired Driving Mobilization (IDM) Grant 2022
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) – Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant.

OPTIONS

1. Accept TxDOT STEP Impaired Driving Mobilization (IDM) Grant Funding.
2. Do not accept TxDOT STEP Impaired Driving Mobilization (IDM) Grant Funding.

RECOMMENDATION

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the November 16, 2021 Regular Meeting.

BACKGROUND

The Garland Police Department has partnered with The Texas Department of Transportation (TxDOT) for many years by participating in STEP IDM enforcement grants. The purpose of this grant is to save lives and reduce motor vehicle accidents and related injuries by aggressively enforcing the laws of the State of Texas associated with Driving While Intoxicated (DWI) and Driving Under the Influence by Minor (DUI). Enforcement efforts will be focused throughout the City of Garland. The enforcement activities will also be supplemented by additional public information and education campaigns conducted during the enforcement periods.

CONSIDERATION

The grant for FY 2021-2022 is in the amount of \$15,057.00. If accepted, TxDOT will reimburse the City of Garland \$11,988.32. The grant requires the City to provide \$3,068.68 in matching funds. This will be accomplished in part through fringe benefits expenditures and administrative time spent on grant-related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

TXDOT IDM Agreement 2022

Texas Traffic Safety eGrants

Fiscal Year 2022

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Impaired Driving Mobilization

ID: 2022-GarlandPD-IDM-00004

Period: 12/14/2021 to 09/30/2022

GENERAL INFORMATION

Project Title : STEP - Impaired Driving Mobilization

Project Description : To conduct DWI enforcement Waves during holiday periods to increase DWI arrests and earned media activity as part of the statewide "Drink. Drive. Go To Jail" campaign and in conjunction with the national Impaired Driving Mobilization campaign

How many years has your organization received funding for this project? This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Daniel Wortman
Title	Captain
Address	1891 Forest Lane
City	Garland
State	Texas
Zip Code	75042
Phone Number	9724854800
Fax Number	
E-mail address	wortmand@garlandtx.gov
Project Director	

COMPLIANCE REQUIREMENTS

Data Universal Numbering System: The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) requires grantees and sub-grantees to have a DUNS number. Most agencies and organizations have DUNS numbers established, please check with your accounting staff. To obtain a DUNS number, applicants should go to the Dun and Bradstreet website at:
<http://fedgov.dnb.com/webform>

Data Universal Numbering System (D-U-N-S)

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2022

Begin Date : 10/1/2021 End Date : 9/30/2022

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of \$750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:

"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Please click here for [STEP Policies and Procedures requirements](#).

If your agency has approved STEP Operating Policies and Procedures, please upload here :

If your agency does not have approved STEP Operating Policies and Procedures, please certify the following:

I certify that our agency will develop STEP Operating Policies and Procedures before executing the grant.

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised 07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

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

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-316, 200.318-324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21, 23 CFR, Part 200, and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance.

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state, and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address <http://www.txdot.gov/business/partnerships/dbe.html>

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

City of Garland Police Department
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2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt 4.11) if this award provides for more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: <https://www.sam.gov>

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>;

and

3. Report the total compensation and names of its top five (5) executives to the State if

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of \$750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

C. If expenditures are less than \$750,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$750,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COUNTY SERVED

Dallas County - Dallas District

POLITICAL DISTRICT SERVED

Select a Political District Served ([View a map](#)):

U.S. Congress* Congressional District 3
Congressional District 4
Congressional District 5
Congressional District 32

Texas Senate* Texas Senate District 2
Texas Senate District 8
Texas Senate District 16

Texas House* Texas House of Representatives District 33
Texas House of Representatives District 67
Texas House of Representatives District 102
Texas House of Representatives District 107
Texas House of Representatives District 112
Texas House of Representatives District 113
Texas House of Representatives District 114

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

Goal: To reduce the number of DWI-related crashes, injuries, and fatalities.

Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

	Pre-Media Campaign	Enforcement Period
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 14, 2021 - December 16, 2021	December 17, 2021 - January 01, 2022
Spring Break Wave	March 1, 2022 - March 3, 2022	March 04, 2022 - March 20, 2022
Independence Day Wave	June 21, 2022 - June 23, 2022	June 24, 2022 - July 10, 2022
Labor Day Wave	August 16, 2022 - August 18, 2022	August 19 2022 - September 05, 2022

Comments:

Please mark all of your proposed zones for this mobilization on a single STEP-IDM heat map and upload that map here. Click [here](#) to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 220 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1074785_341347-IDM-HeatMap.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes, and Impaired Driving Mobilization (IDM) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where alcohol was involved (DUI). The blanks on this page represent the baseline number of KA crashes related to IDM enforcement efforts (DUI-KA), and the KA crash targets each agency hopes to achieve through IDM enforcement. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of DUI-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The target should reflect a reduction against the Baseline KA Crash number in the top box. The target should be less than the number of Baseline KA crashes.

Baseline : Jurisdictional average annual DWI/DUI KA crashes 11

Target : Enforcement activities to reduce total DWI/DUI KA crashes to 10

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE / PERFORMANCE MEASURE

Public Information and Education (PI&E) is one of the four pillars of traffic safety, including Engineering, Enforcement, Education and Emergency Services. Agencies receiving state or federal funds for enforcement are required to supplement the enforcement activities with public engagement efforts. Detailed instructions for conducting the STEP-IDM Public Engagement Plan for your agency can be found at <https://buckleuptexas.com/txdot-step-resources/>. Subgrantee must print the page at this link and upload it here:

https://www.dot.state.tx.us/apps/egrants/_Upload/1075002_341341-FY-2022-STEP-IDM-PIE-Updated-8-26-21.pdf

XSubgrantee agrees to conduct the following activities and provide documentation as described in the attached document above and outlined below. Agency may not "make up" missed PI&E requirements by performing additional efforts during later Enforcement Periods.

XSubgrantee acknowledges Public Engagement Plans must be uploaded and approved in a Supplemental Report prior to the event taking place.

XSubgrantee acknowledges expenditure of PI&E funds (if any) will not be allowed for efforts outside of the specific events outlined below or not approved in advance by TxDOT.

For each Mobilization Period, the agency must document:

- Social media posts according to the schedule and details provided on document attached above
- Submitting a pre-enforcement press release to local media and posting the release on the agency website during the pre-enforcement period
- Post a link to the latest Impaired Driving Campaign website from its official agency website
- Conducting pre-approved Public Engagement Activity

Primary Social Media Account The agency designates this account as its primary account for meeting TxDOT's PI&E requirements:

<https://www.facebook.com/GarlandPoliceDepartment>

Documentation standards

- Each PI&E event must be documented as being completed during the appropriate times outlined for each type. Below are the minimum standards for documenting PI&E:
- For social media: a screen capture of each post showing it was posted on the primary account
- For the department website: a screen capture of the website showing system date and time on the screen
- For Public Engagement: After prior approval from the TSS, screen captures of any announcements of the event, and a signed narrative of the event from the agency's event POC. This narrative should include but not be limited to event date, times, location, hours worked by each agency member in attendance

ENFORCEMENT ZONES

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone1
Zone Description	1300- 3400 W. Miller Rd (North) 1900 - 3300 S. Jupiter Rd (West) 11400 - 13700 block I-635 (South) 2000 - 4800 Saturn Rd (East)
Zone Hours	Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1076966_341218-Zone_1.docx
Additional Documentation	

ENFORCEMENT ZONES

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone2
Zone Description	1400 W. Buckingham - 1200 E. Buckingham (North) 1700 -1100 N. Country Club (east) 1400 -2300 Castle (northeast) 3900-3100 E. Centerville (east) 2000 S.H. 66 - 1300 W. Ave D (South) 400 S. Garland - 2000 N. Garland (west)
Zone Hours	Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1077516_341218-Zone_2.docx
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 2 |
| 3. Who is the person in charge of training at your department? | Lt. Tim Freeman |
| 4. Please provide their work email and telephone number. | freemant@garland |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | BarineauP@garlar |

Service Data

- | | |
|--|--------|
| 1. What is the size in square miles of your department's service area? | 57.1 |
| 2. What is the latest estimated population of your service area? | 239928 |
| 3. How many sworn officer positions is your agency authorized? | 354 |
| 4. How many of those positions are currently filled? | 345 |
| 5. How many total calls for service did your agency log in the past 12 months? | 157201 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 8360 |
| 7. How many total bicycle stops did your agency make in the past 12 months? | |

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1. How many total vehicle stops did your agency make in the past 12 months? 11535

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT? No

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? Yes

4. Does your department have at least one currently certified Drug Recognition Expert (DRE)? No

5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor? No

6. Does your department have at least one data analyst? Yes

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? Yes

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties? No

9. Are there any officially designated bicycle routes in your service area? Yes

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SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 170																									
X Overtime X Regular Time																									
For Sections B (P&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked																									
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %																		
A Enforcement																									
Officers/Deputies	160		\$63.420	\$10,147.20		\$10,147.20	13.02%																		
Sergeants			\$0				%																		
Lieutenants/Other	10		\$82.640	\$826.40		\$826.40	13.02%																		
B P&E Activities																									
P&E Activities	16		\$63.420	\$1,014.72	\$0	\$1,014.72	13.02%																		
C Administrative Duties																									
Captain (Grant Manager, completing PRTs, coordinate enforcement hours, building grant, verify supervisor DARS Oversight of P&E objectives performance measures)		6	\$63.800		\$382.80	\$382.80	13.02%																		
Admin Assistant (compilation of monthly stats, entering DARS into spreadsheets and Access Database, send data to finance for RFR and maintain records for future audits)		6	\$23.502		\$141.01	\$141.01	19.22%																		
Lieutenants (Coordinate staffing, verify DARS, shift supervision)		4	\$55.090		\$220.36	\$220.36	13.02%																		
Court (ticket processing)		0	\$20.980				19.22%																		
			\$0				%																		
			\$0				%																		
Total:				\$11,988.32	\$744.17	\$12,732.49																			
<table border="1"> <thead> <tr> <th>Category</th> <th>TxDOT</th> <th>%</th> <th>Match</th> <th>%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Salaries</td> <td>\$11,988.32</td> <td>94.16%</td> <td>\$744.17</td> <td>5.84%</td> <td>\$12,732.49</td> </tr> <tr> <td>Fringe Benefits</td> <td>\$0</td> <td>0.00%</td> <td>\$1,666.51</td> <td>100.00%</td> <td>\$1,666.51</td> </tr> </tbody> </table>								Category	TxDOT	%	Match	%	Total	Salaries	\$11,988.32	94.16%	\$744.17	5.84%	\$12,732.49	Fringe Benefits	\$0	0.00%	\$1,666.51	100.00%	\$1,666.51
Category	TxDOT	%	Match	%	Total																				
Salaries	\$11,988.32	94.16%	\$744.17	5.84%	\$12,732.49																				
Fringe Benefits	\$0	0.00%	\$1,666.51	100.00%	\$1,666.51																				
Breakdown of Fringe Percentages: SWORN: 1.45% Medicare: 11.57% TMRS CIV: 1.45% Medicare: 11.57% TMRS: 6.2% SS Details of regular time: If included in any of the above hours. All administrative hours are done as straight time. All enforcement hours are done as time-and-a-half.																									

TRAVEL AND PER DIEM : STEP ENFORCEMENT MILEAGE - 300

Instructions:

Unit # : Provide your agency's inventory number or other identifying number for each vehicle. To assist in calculating your agency's average enforcement mileage rate, we are requesting information from a sampling of five (5) patrol vehicles. The calculator will average the costs from all vehicles to arrive at the average operational cost per vehicle mile. If your agency does not have at least five patrol vehicles that are used for enforcement, include the requested information for the vehicles that you have.

Original Vehicle Cost : Provide each vehicle's total cost. (The total cost could include vehicle base cost, equipment/accessories and preparation costs).

Life Expectancy (In Years) : Provide the number of years that your agency expects the vehicle(s) will be used for enforcement activities. Many agencies have policies stating vehicles will be used for a specific time period (years) and some agencies determine mileage as the basis for vehicle retirement from enforcement. If mileage is used, determine the average number of years it takes for agency's vehicles to reach their mileage limit.

Maintenance Costs : Provide historical maintenance costs for the latest 12 month period available for each vehicle. Maintenance costs can also include annual liability insurance costs.

Fuel Costs : Provide historical fuel costs for the latest 12 month period available for each vehicle.

Yearly Miles: Provide the yearly enforcement miles for each vehicle. Use each vehicle's mileage logs or other available information to document the average number of enforcement miles driven annually or simply divide the mileage by the number of years the vehicle has been in use for enforcement activities.

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	1202016	\$35,022.00	3	\$9,751.33	\$9,568.38	34307	\$0.90
Vehicle 2	1202003	\$35,022.00	3	\$8,556.53	\$9,639.14	33321	\$0.90
Vehicle 3	1202007	\$35,022.00	3	\$8,716.04	\$9,436.32	32785	\$0.91
Vehicle 4	1201934	\$34,602.00	3	\$12,979.61	\$7,856.40	29038	\$1.11
Vehicle 5	1201932	\$34,602.00	3	\$7,596.92	\$5,883.82	29012	\$0.86
Average Operational Cost of the Vehicle Per Mile							\$0.94
Number of Miles Proposed							
700							
TOTAL							\$658.00

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$658.00	100.00%

City of Garland Police Department
STEP - IDM - 2022

Total	\$658.00
-------	----------

INDIRECT COST - 800

Description

File Upload

Proposed Percentage 0%

Apply the Indirect Cost
Rate to: (100) Salaries - \$12,732.49

(200) Fringe Benefits - \$1,666.51

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP
Enforcement Mileage - \$658.00

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected Amount \$0

Exemption Amount

Exemption Reason

Eligible Amount \$0

Total Cost \$0

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match		0.00%
Total	\$0	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,988.32	\$744.17	\$12,732.49
(200)	Fringe Benefits	\$0	\$1,666.51	\$1,666.51
	Category I Sub-Total	\$11,988.32	\$2,410.68	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$658.00	\$658.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$658.00	\$658.00
Total Direct Costs		\$11,988.32	\$3,068.68	\$15,057.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,988.32	\$2,410.68	\$14,399.00
	Total Direct Costs	\$0	\$658.00	\$658.00
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$11,988.32	\$3,068.68	\$15,057.00
	Fund Sources (Percent Share)	79.62%	20.38%	

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) IMPAIRED DRIVING MOBILIZATION (IDM) GRANT IN THE AMOUNT OF \$15,057.00; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the Garland City Council hereby accepts a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Impaired Driving Mobilization (IDM) Grant in the amount of \$15,057.00 for the purpose of enforcing Driving While Intoxicated (DWI) violations during the following four (4) separate enforcement waves:

- (1) Christmas/New Year's Wave - December 17, 2021 to January 1, 2022;
- (2) Spring Break Wave - March 4, 2022 to March 20, 2022;
- (3) Independence Day Wave - June 24, 2022 to July 10, 2022; and
- (4) Labor Day Wave - August 19, 2022 to September 5, 2022.

Section 2

That this Resolution shall be and become effective immediately upon and after its adoption and approval.

PASSED AND APPROVED this the _____ day of November, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: November 8, 2021

Item Title: COVID-19 Briefing

Summary of Request/Problem

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City.

Recommendation/Action Requested and Justification

Council discussion.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: November 8, 2021

Item Title: Downtown Marketing Efforts

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

Staff will provide a presentation detailing the past, present and future marketing and promotion efforts for the downtown district.

Recommendation/Action Requested and Justification

Recommendations and future actions will be based on direction provided by the City Council.

Attachments

Downtown Marketing Efforts During Construction

Downtown Garland Events During Pandemic Built Attentive Audience



Image courtesy
Dave Hensley Potography



Texas
DOWNTOWN
ASSOCIATION
AWARD★WINNER



Virtual concert series
every other Friday night,
starting on June 26, featuring
some of the area's
best musicians and artists.



Desabelle



Tin Man Band



La Pompe

Streaming will start at 7 p.m.



#OnlyInGarland #MYMGarland

Garland
VisitGarlandTX.com





GARLAND LANDMARK MUSEUM



Downtown Garland SCAVENGER HUNT

GARLAND LANDMARK MUSEUM



TRAVELS IN HISTORY



Landmark's new lecture series
Pretty Reckless: Tales of the Unconventional
Women of East Texas

4 p.m. Friday, Sept. 24
393 N. Sixth St.

\$10 for non-members or join The Landmark Society
at the door for free admission.

Coffee and wine will be served.

Questions? Email Heritage@GarlandTX.gov
GarlandHeritage.com



GARLAND

Plaza Classic Movie Series ELVIS PRESLEY

Blue Hawaii

Friday
August 13
7 p.m.



GARLAND LANDMARK MUSEUM



FREE



Open Thursdays, Fridays and Saturdays
June 3 - Aug. 28 from 10 a.m. to 2 p.m.

Come see our newest exhibit featuring Garlandites
who have participated in the Olympics at 393 N. Sixth St.

GarlandHeritage.com



GARLAND



~Visit~
GARLAND

Do you have an idea or vision
for a Garland-centric design?

What is your Garland vision?

Make Your Mark



~Visit~
GARLAND

Do you have an idea or vision
for a Garland-centric design?

What is your Garland vision?

Make Your Mark



~Visit~
GARLAND

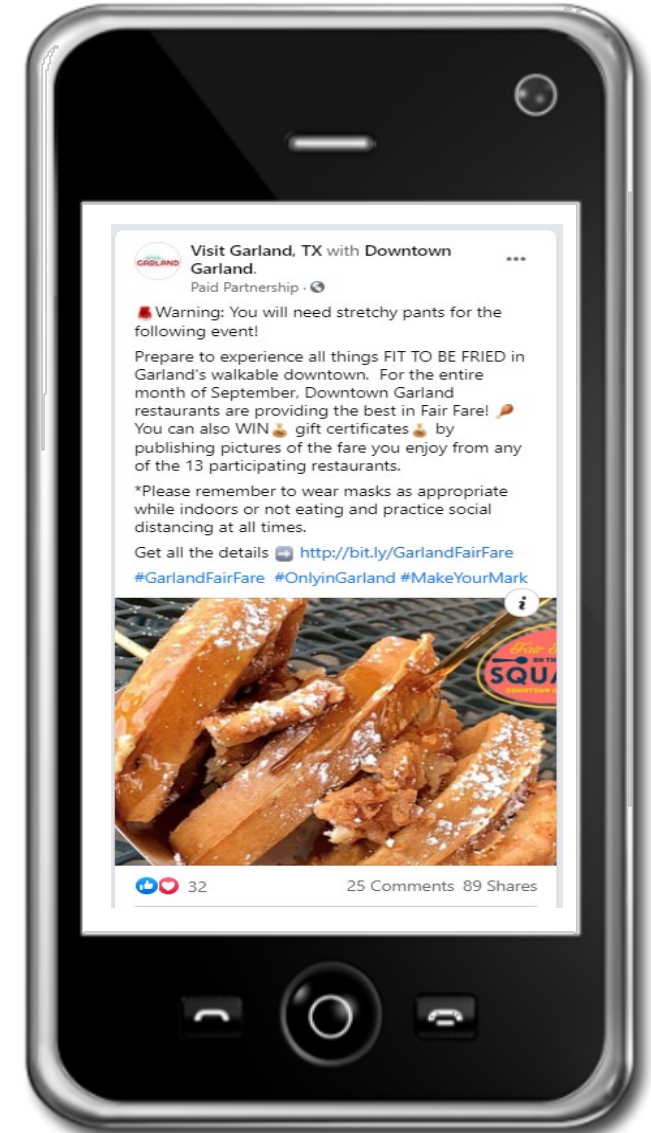
Do you have an idea or vision
for a Garland-centric design?

What is your Garland vision?

Make Your Mark

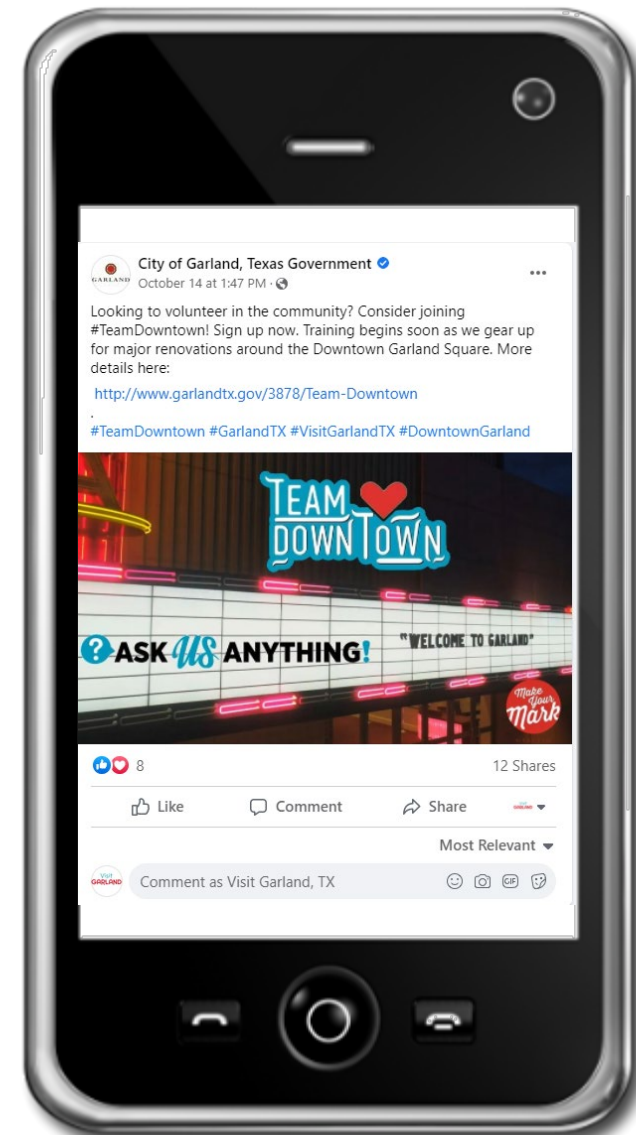
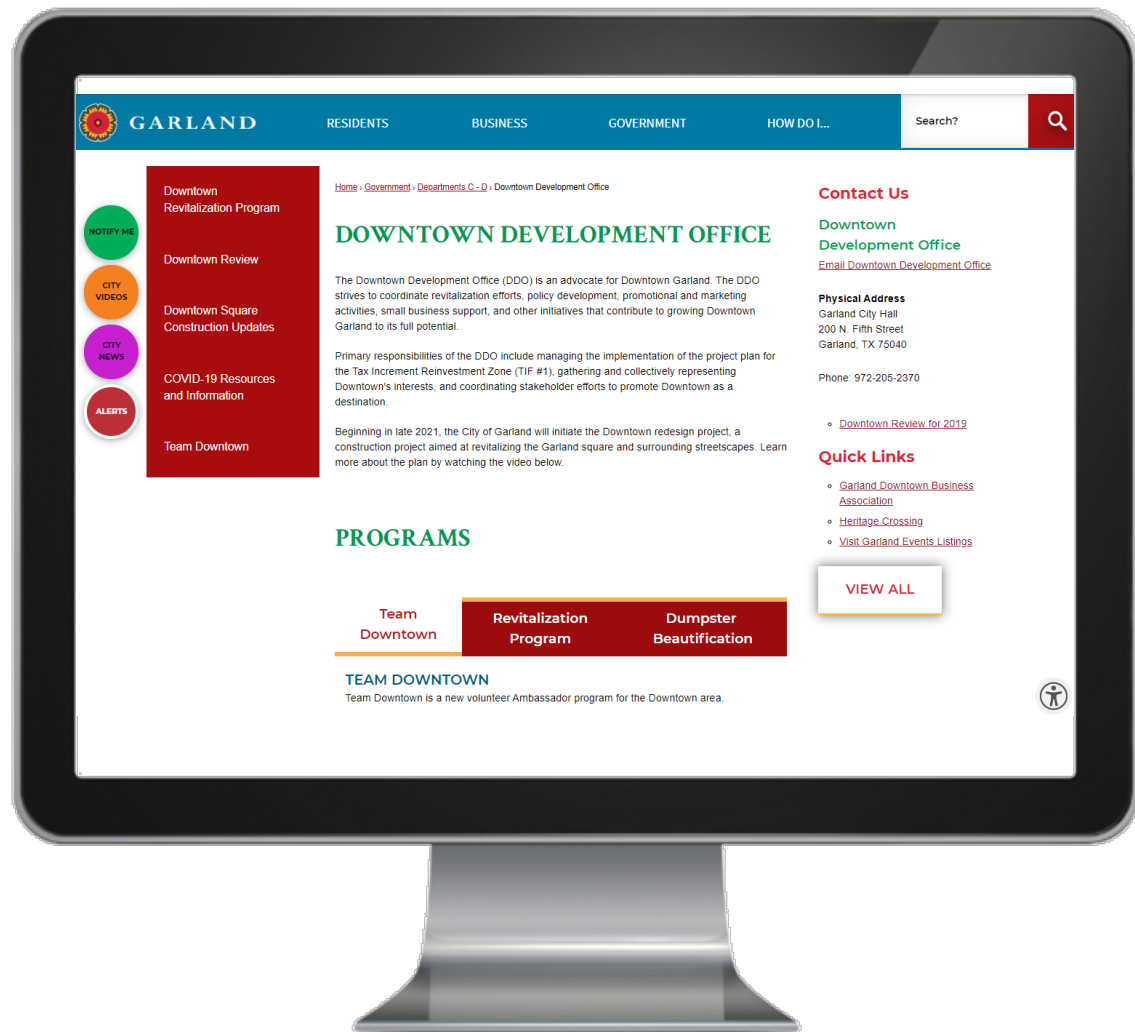


VisitGARLAND





GARLAND







**EXPERIENCE
THE ARTS
IN GARLAND!**

GARLAND TX ARTS

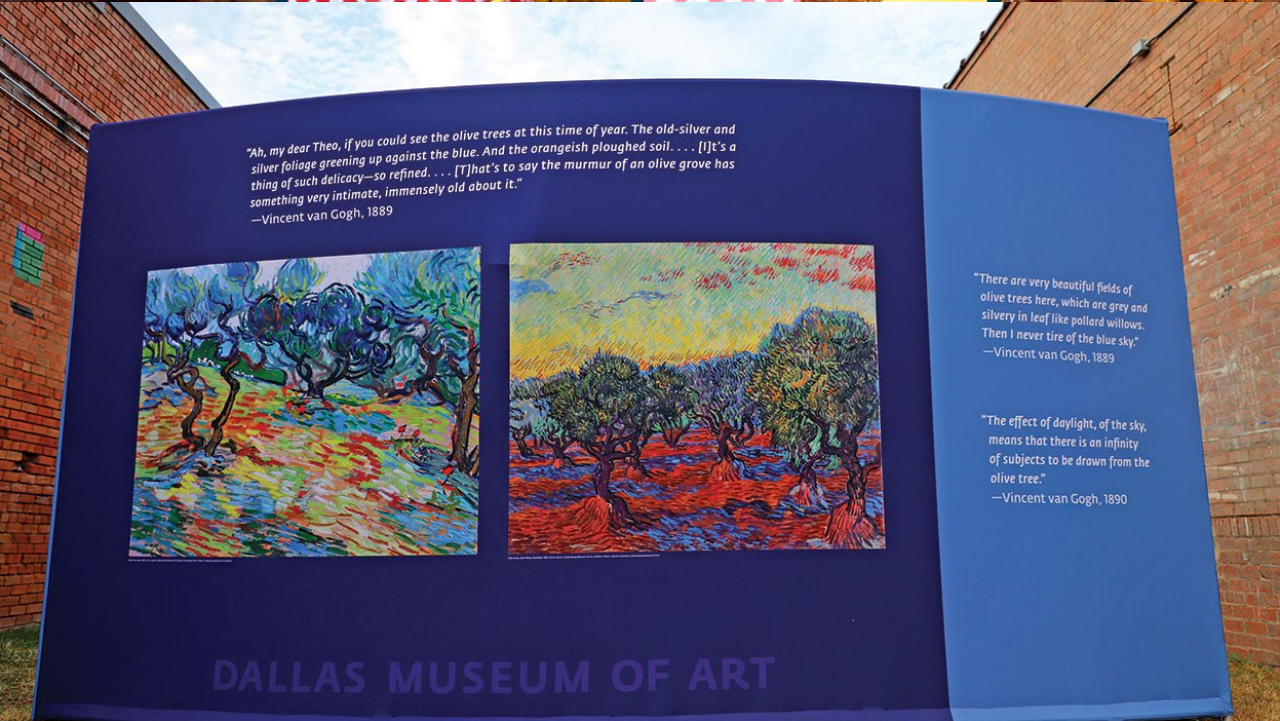


MOSES UVERE





Fair Fare
ON THE
SQUARE
DOWNTOWN GARLAND



Only
in
DOWNTOWN
Garland
SHOP LOCAL





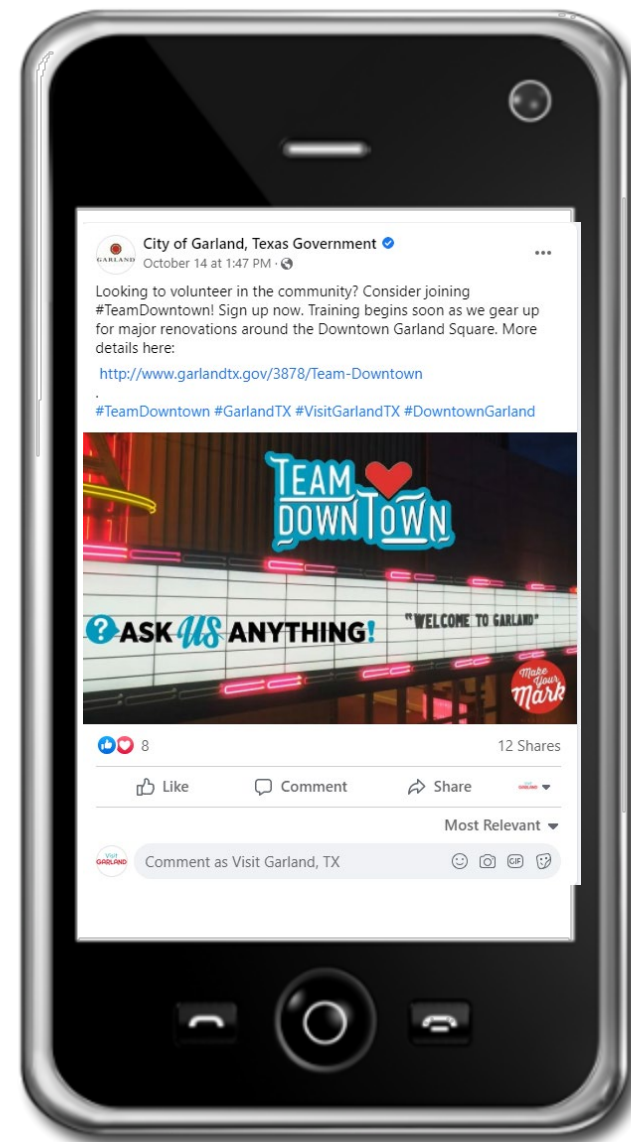
APPLY TO JOIN **TEAM DOWNTOWN** TODAY!

- ♥ ENGAGE WITH VISITORS
- ♥ GET VOLUNTEER PERKS
- ♥ SERVE THE COMMUNITY
- ♥ HELP LOCAL BUSINESSES



How to join:

If you want to get involved,
scan this QR code for more information.



Civic Brand Marketing Assessment



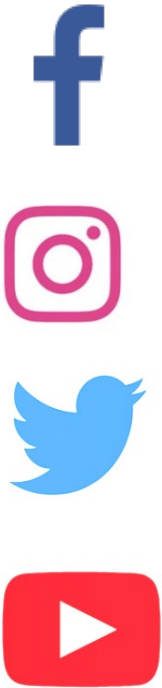
Small Business Spotlight Series

“Change is Good”





VisitGARLAND





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: November 8, 2021

Item Title: Splash Pad Operational Guidelines

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

Staff will do a presentation to Council on the future Splash Pad operational guidelines.

Recommendation/Action Requested and Justification

Recommendations and future actions will be based on the direction provided by the City Council.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. d.

Meeting Date: November 8, 2021

Item Title: Home Improvement Incentive Program Update

Submitted By: Scott Bollinger, Neighborhood Resource Manager

Summary of Request/Problem

Staff will provide City Council with a report on the Home Improvement Incentive Program.

Recommendation/Action Requested and Justification

In addition to the report, staff will present options for City Council to consider regarding modifications to the current program.

Attachments

Home Improvement Incentive Program Presentation

Home Improvement Incentive Program

City Council Verbal Briefing

11/8/2021

Purpose

Goals

- Encourage homeowners to make improvements to their property via a financial incentive
- Preventing blight
- Improve property values
- Inspire surrounding homeowners to reinvest in their properties
- Increase the competitive draw of Garland neighborhoods

Implementation Timeline

Fiscal Year 20

- Allocation of \$250,000
- Promoted in July Garland City Press
- Funding Substantially committed by approx. July 27, 2020

Fiscal Year 21

- Allocation of \$250,000
- Applications opened Jan. 2021
- Funding substantially committed within approximately 4 months

Fiscal Year 22

- Allocation of \$500,000

Current Policy Highlights

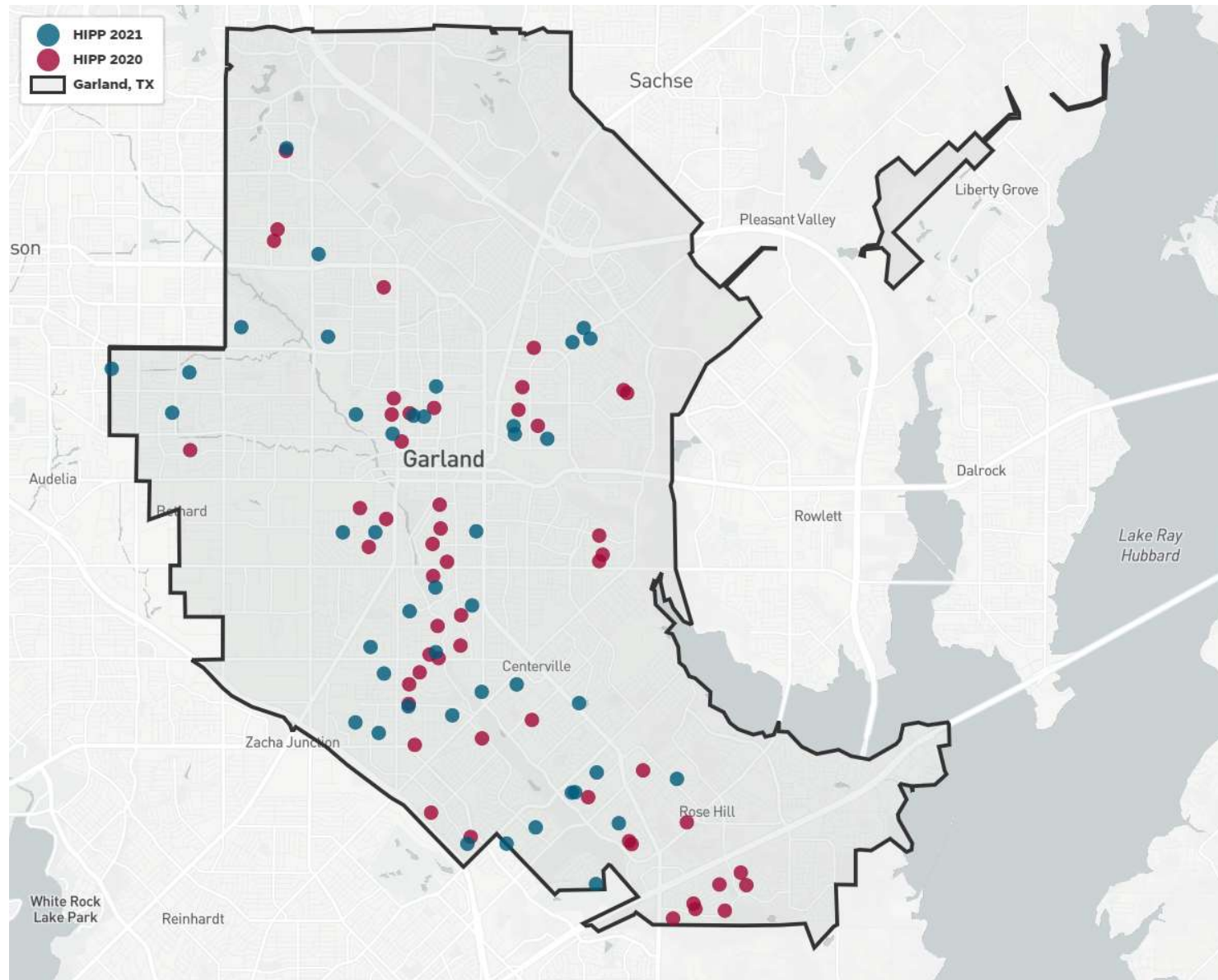
Objective: increase the visual appeal of Garland housing stock

- Cash rebate for 50% of the cost of qualified improvements
- Minimum investment of \$1,000 and a maximum rebate of \$10,000
- Property must be at least 30 years old and cannot exceed a total DCAD value of \$175,000
- Rental properties are eligible
- Materials upgrade bonus for some improvements
 - \$200 upgrade bonus for architectural shingles, replacing 100% of soffit and fascia, higher quality fencing and siding

Implementation Highlights

	FY 20	FY 21
Applications approved	51	44
Rebates distributed (total)	\$228,235	\$212,179
Average rebate	\$4,856	\$5,440
Committed Funds Remaining	\$7,919	\$45,616
Total Investment	\$450,952	\$464,480
Average Investment	\$9,595	\$11,910
Median Home Values	\$155,770	\$148,395
Most common improvement	Replace windows (20)	Replace windows (23)
Rental Properties	7.8% (4)	11.4% (5)

Implementation Highlights



Repair Types of Approved Projects

Repair Type	FY 20	FY 21
Replace windows	20% (20)	24% (23)
Replace fence	18% (18)	14% (13)
Replace exterior doors	6% (6)	13% (12)
Repaint house	12% (12)	11% (10)
Foundation repair	6% (6)	8% (8)
Install or replace gutters	7% (7)	6% (6)
Replace siding	7% (7)	5% (5)
Replace soffit and fascia	8% (8)	5% (5)
Replace driveway	8% (8)	4% (4)
Roof repair/replacement	5% (5)	4% (4)
Add or repair front porch	2% (2)	3% (3)
Add or repair garage	-	2% (2)
Remove accessory building	1% (1)	1% (1)
Total	100% (98)	100% (96)

Program Complaints/ Compliments

Top Complaints:

- Maximum appraised value allowed is too low
- Requirement of approval before work can begin
- Out of Funding *New*

Compliments:

- The program is a good thing for Garland
- Good, timely communication with HIIP manager
- Process was clear, orderly
- Good use of tax dollars
- Have received compliments from neighbors *New*

Program Compliments

"All feedback is positive. Wonderful program, fantastic response time, and great ease of application process due to terrific and clear communication. Superior professionalism from our outstanding city employees! All of this in the middle of a pandemic. Many, many thanks." – *D. Underwood*

"I've lived in this house for over 25 years. I looked into replacing my (original 1970s) windows several times, but the cost was overwhelming. Through this program I was motivated to look at quite a few bids, and purchase a much needed energy-efficient upgrade at a time where I really didn't have the money. My power bills are significantly lower and the house looks great." – *J. Jent*

"I love living in Garland. This has brought so much pride to our well-established neighborhood. I thought the process was very fair and I hope you'll consider doing something similar in the future." – *D. O'Hearn*

"Scott was an absolute joy to work with. He was very patient and responsive to me throughout the entire process. This program is great, but it's folks like Scott that make it work." – *D. Butz*

Considerations

Additional funding provides opportunity to consider...

How can we build on our successes and lessons learned to optimize value in the community, and meet HIIP's goals, particularly:

- Increase the value of Garland homes
- Increase the competitive draw of Garland neighborhoods
- Inspire further investment

Considerations

DCAD Appraised Value	Number of Houses	Percentage of Houses	Cumulative Percentage
\$175k and under	21,279	35%	35%
\$175k to \$200k	12,214	20%	55%
\$200k to \$225k	9,755	15%	70%
\$225k to \$250k	6,734	11%	81%
Over \$250k	11,806	19%	100%

Source: DCAD website, retrieved 6/7/2021 (thanks, Andrew!)

Considerations

Just as we compete for businesses, Garland is also in a competitive marketplace for residents. Keeping home values strong and our housing stock desirable is a key element to securing Garland's future.

City	Median Home Value	Difference
Richardson	\$330,700	+74%
Rowlett	\$264,000	+39%
Irving	\$221,700	+17%
Grand Prairie	\$208,200	+9%
Garland	\$190,200	-
Mesquite	\$172,600	-9%

Source: US Census ACS 2019 One-Year Estimate

Discovery

Neighborhood Vitality researched the value of HIIP-eligible improvements with two different audiences: real estate appraisers, and the regional residential realtor community.

- One-on-one with a local appraiser, discussing how appraised value is produced and what affects it
- Survey of realtors within the region, discussing both what improvements increase value the most, and what improvements are most requested by prospective buyers

Discovery – Appraised Value

According to our interview, the key to evaluating the property is to examine the structure elements (as opposed to site elements, such as fence repair or driveway) to understand their influence on the “effective age” of the house.

- For example, a house with a visibly new roof and windows may lower the “effective age” of the property by eight years, thus increasing the value of the property by 13%.

Discovery – Appraised Value

By this method, the improvements that are most likely to lower the “effective age” of the property are:

- Replace roof
- Replace windows
- Repaint house / replace siding

Discovery – Marketability

Our realtor survey focused on three questions:

1. HIIP improvements with the highest positive impact on sales price:
 - New roof
 - New windows
 - Foundation repair
 - Repaint house
 - Add a garage

Discovery – Marketability

2. HIIP improvements most requested by prospective buyers:
 - New roof
 - Foundation repair
 - Replace fence
 - Repaint house
 - Replace windows

Discovery – Marketability

3. Of any possible type of improvement, which improves property value the most:
 - New flooring*
 - Updated kitchens*
 - Updated bathrooms*
 - Fresh paint, interior* and exterior
 - New roof
 - Repaired foundation

*Not currently available through HIIP

What Did We Learn?

Appraiser	Realtor – Sales Price	Realtor – Prospective Buyers	Realtor – Most Valuable, Any Improvement	HIIP – Most Utilized
Roof	Roof	Roof	Flooring*	Windows
Windows	Windows	Foundation	Kitchens*	Fence
Paint/Siding	Foundation	Fence	Bathrooms*	Repaint house
	Paint/Siding	Paint/Siding	Paint	Exterior Doors
		Windows	Roof	Soffit and fascia
			Foundation	Replace Siding
				Foundation repair

* Interior upgrades are also a major request among prospective HIIP applicants.

Affirming HIIP's Purpose

Overlapping perspectives:

- What makes the neighborhood look the best?
- What increases appraisal value the most?
- What do current homeowners want most?
- What do prospective buyers want?

Consideration – \$500K Funding for FY22

Keep HIIP in its current form, with four potential adjustments:

- Raising the appraised value cap to \$195,000 (currently \$175,000)

DCAD Appraised Value	Number of Houses	Percentage of Houses	Cumulative Percentage	Average Age	Average Square Footage
\$175k and under	21,279	35%	35%	58.8	1180
\$175k to \$195k	9,616	15%	50%	50.8	1412

- Modifying or eliminating the materials upgrade bonus
 - Current upgrades not a motivation (virtually all improvements qualify)
- Consider modifying fence improvement to maximize investment—visible from public right-of-way, more specific on allowed materials, or other changes.
- Expanding HIIP offerings to include a limited list of major interior upgrades



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. e.

Meeting Date: November 8, 2021

Item Title: Development Services Committee Report

Summary of Request/Problem

Development Services Committee Chairman Dylan Hedrick will report on the following items:

- 1) Driveway Expansions
- 2) Tree Mitigation Fees
- 3) Cost Escalation on Bond Projects

Recommendation/Action Requested and Justification

Council discussion.
