



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, September 13, 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.

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. Rosehill Road Streetscape

Council is requested to consider authorizing staff to proceed with the award of the Rosehill Road Streetscape project and commit an additional \$1,050,000.00 in Certificate of Obligation funds for the 2022 CIP for expanded sidewalk and trail connectivity. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

b. Bobtown Road Sidepath (Trail)

Council is requested to consider authorizing staff to proceed with the preparation of Change Order No. 1 to the Bobtown Road and Waterhouse Boulevard construction contract and commit an additional \$698,000.00 in funds for a one-mile sidepath for bike and pedestrian safety for the 2022 CIP. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

c. Transfer Station Permit Modification

Council is requested to move forward with the Texas Commission on Environmental Quality (TCEQ) Permit Modification to update tonnage intake limits as a result of growth in the community.

d. Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2022 Comprehensive Grant

Council is requested to accept the TxDOT Grant Funding for the STEP Comprehensive Grant for FY 2021-2022 in the amount of \$155,025.88. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

e. Texas Department of State Health Services (DSHS) Public Health Workforce Grant

Council is requested to authorize the City Manager or his designee to execute contract agreements with the Texas DSHS and to execute an interlocal agreement with Parkland Health and Hospital System regarding the services of a social worker for COVID related activities. This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting.

f. Emergency Solutions Grant - (CARES Act) - Redistribution of Funding

Council is requested to consider approving the request to redistribute \$75,000 from the Garland Housing Agency to Transcend STEM Program in order to comply with changes made by HUD. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

g. 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)

Council is requested to authorize submission of the grant application, which if approved by the federal government, will pay an estimated \$36,142.87. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

h. O'Banion Parking Restriction Modification

Council is requested to restrict parking on the south side of O'Banion Road from Centerville Road to Valley Cove Drive at all times to eliminate sight visibility issues created by parked 18-wheelers. This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting.

i. Name for New Animal Services Facility

Council is requested to consider naming the new animal services facility, "Garland Animal Shelter & Adoption Center."

j. 2021 CIP Budget Amendment No. 2

Council is requested to approve the Capital Improvement Program Budget Amendment No. 2 as proposed for the acquisition of park property and Highway 66 left turn lane improvements. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

k. Interlocal Agreement and Reimbursement Authorization to City of Rowlett for Supporting the Mass Vaccination Events at HBJ Stadium (COVID-19 Response)

Council is requested to authorize the City Manager to sign the Interlocal Agreement for reimbursement to Rowlett for eligible expenses totaling \$108,762.14 under the Public Assistance category Emergency Protective Measures conducted to manage the Mass Vaccination Event operations within the City of Garland. This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting.

l. Fire Station No. 1 - Condemnation

Council is requested to approve a resolution to authorize the use of eminent domain where necessary to acquire the remaining parcels needed for Fire Station 1. All property owners will be duly compensated. This item will be scheduled for formal consideration at the September 14, 2021 Regular Meeting.

m. Replacement of Human Resource, Payroll and Financial Management System

Council is requested to approve the \$3.3 million purchase of Workday, Inc for the replacement of the Human Resources, Payroll, and Financial Management Systems and implementation services with Accenture LLP for the first phase of the project, the Human Resources and Payroll components of Workday. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

4. Verbal Briefings:

a. Hold a Public Hearing Regarding the 2021-22 Proposed Budget

Section 5, Article VIII, of the City Charter requires that a Public Hearing be held on the Proposed Budget for the coming fiscal year. At the Public Hearing, all interested persons shall be given an opportunity to be heard for or against any item contained in the Proposed Budget. The Proposed Budget for 2021-22 has been available for

public inspection in the City libraries, in the City Secretary's Office, and on the City's website since August 4, 2021. Previous Public Hearings on the FY 2021-22 Proposed Budget were held on August 17, 2021, and August 26, 2021.

The budget will raise more revenue from property taxes than last year's budget by an amount of \$8,151,701, which is a 6.32 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,097,469.

b. FY 2021-22 Budget Discussions - Final Direction from Council

Council will give final direction to staff regarding the 2021-22 Budget.

c. 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.

d. 2019 Bond Program - Prioritization of Trails

Staff is re-evaluating the prioritization of trails projects in order to maximize impact from County participation funds. Staff will brief Council on the status of Dallas County's 7th Call for Trails and Bikeway Projects, recap the prioritization of trails approved as part of the 2021 CIP process, and present alternate prioritization and funding options for consideration.

e. Preview of Proposed ARPA Funding List

The American Rescue Plan Act (ARPA) provided \$350 billion in aid to eligible state, local and tribal governments to meet pandemic response needs and to rebuild a stronger economy as the country recovers. The City of Garland's allocation is approximately \$53.5 million. Based on direction from City Council, staff has prepared a Proposed ARPA funding list that identifies ARPA eligible projects organized by various categories for Council review. Staff will provide an overview of the Proposed ARPA Project List. A Calendar has been established to allow for future Council questions, discussion, and deliberation regarding these projects.

f. Amendments to Home Occupations Ordinance to Address Commuter Parking

The Community Services Committee conducted a review of the current Home Occupations Ordinance, GDC Section 2.61, to consider possible solutions to transient workers parking in residential neighborhoods.

g. Development Services Committee Report

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

- *Consider adding a cover to top level of the City Hall parking deck.*
- *Consider Lighting Standards relating to minimum lighting and possible integration of CPTED requirements to Multi-Family and Commercial Development Standards.*
- *Consider amending GDC Section 2.05(K) regarding Considerations of Previously Denied Zoning Cases.*
- *Consider amending Chapter 7 of the GDC to create a Downtown Square (DS) sub-district and limit future uses in the Downtown Square area, and to eliminate minimum off-street parking requirements in the Downtown Square and Downtown Historic sub-districts.*

h. Redistricting Timeline

Staff will brief Council on a timeline for Council district boundary redistricting.

5. Discuss Appointments to Boards and Commissions

Mayor Pro Tem Dylan Hedrick

- Susan Nye - Board of Adjustment
- Elizabeth Harling - Community Multicultural Commission
- Terri Cheprege - Library Board
- David Parrish - Parks and Recreation Board
- Michael Rose - Plan Commission
- Martha Melaku - Property Standards Board
- Charlotte Piercy - Senior Citizens Advisory Board

Council Member Robert Vera

- Bruce Astin - Board of Adjustment
- Mindy Le - Community Multicultural Commission
- DeAnne Driver - Cultural Arts Commission
- Patricia Hanson - Environmental and Community Advisory Board
- Dorothy McAllister - Library Board
- David Morehead - Parks and Recreation Board
- Douglas Williams - Plan Commission
- Caleb Ernst - Property Standards Board
- Hazel Blanton - Senior Citizens Advisory Board
- Carlos Porras - Tax Increment Finance #1 Downtown Board
- Cle D. Kimble - Tax Increment Finance #3 Board
- Jack "Rick" Wyatt, Jr. - Unified Building Standards Board

6. 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.

7. 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 Section 551.071 of the Texas Government Code to deliberate or discuss:

- 1. Attorney/client matters concerning privileged and unprivileged client information related to potential litigation;**
- 2. Attorney/client matters concerning privileged and unprivileged client information related to the Texas Open Meetings Act and Executive Orders of the Governor.**

8. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: September 13, 2021
Item Title: Rosehill Road Streetscape
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Growing Economic Base
Enhanced Quality of Life through Amenities, Arts, and Events
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to commit additional 2022 CIP funding for the Rosehill Road Streetscape construction contract with the award of the bid.

OPTIONS

- A. Authorize staff to proceed with the award of the Rosehill Road Streetscape project and commit an additional \$1,050,000.00 in Certificate of Obligation funds for the 2022 CIP for expanded sidewalk and trail connectivity.
- B. Take no action.

RECOMMENDATION

Option A. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

The Rosehill Road Streetscape project is part of the Target Investment Area (TIA) in the IH-30 Catalyst Area Plan adopted by City Council in July 2017. The project includes a 12' wide enhanced stamped concrete sidewalk, tree wells and pedestrian lighting along both sides of Rosehill Road. Project also includes landscaped medians with trees, shrubs and grasses with border edges. The enhanced sidewalks will connect to the 12' wide sidepath (trail) and 6' wide sidewalk at Thackery Road that was recently constructed with the residential subdivision in that area. The enhanced sidewalks will also connect to the proposed 12' wide sidepath (trail) at the intersection of Bobtown Road as part of the Bobtown Road and Waterhouse Boulevard construction project Road Change Order No. 1. These public improvements along with the private development recommended from market analysis were identified to enhance the area and draw future development. The construction of the Rosehill Road Streetscape will be the first City project completed in the Rosehill/I-30 TIA and will substantially impact and improve the overall perception of south Garland for its residents, visitors and businesses as was originally intended.

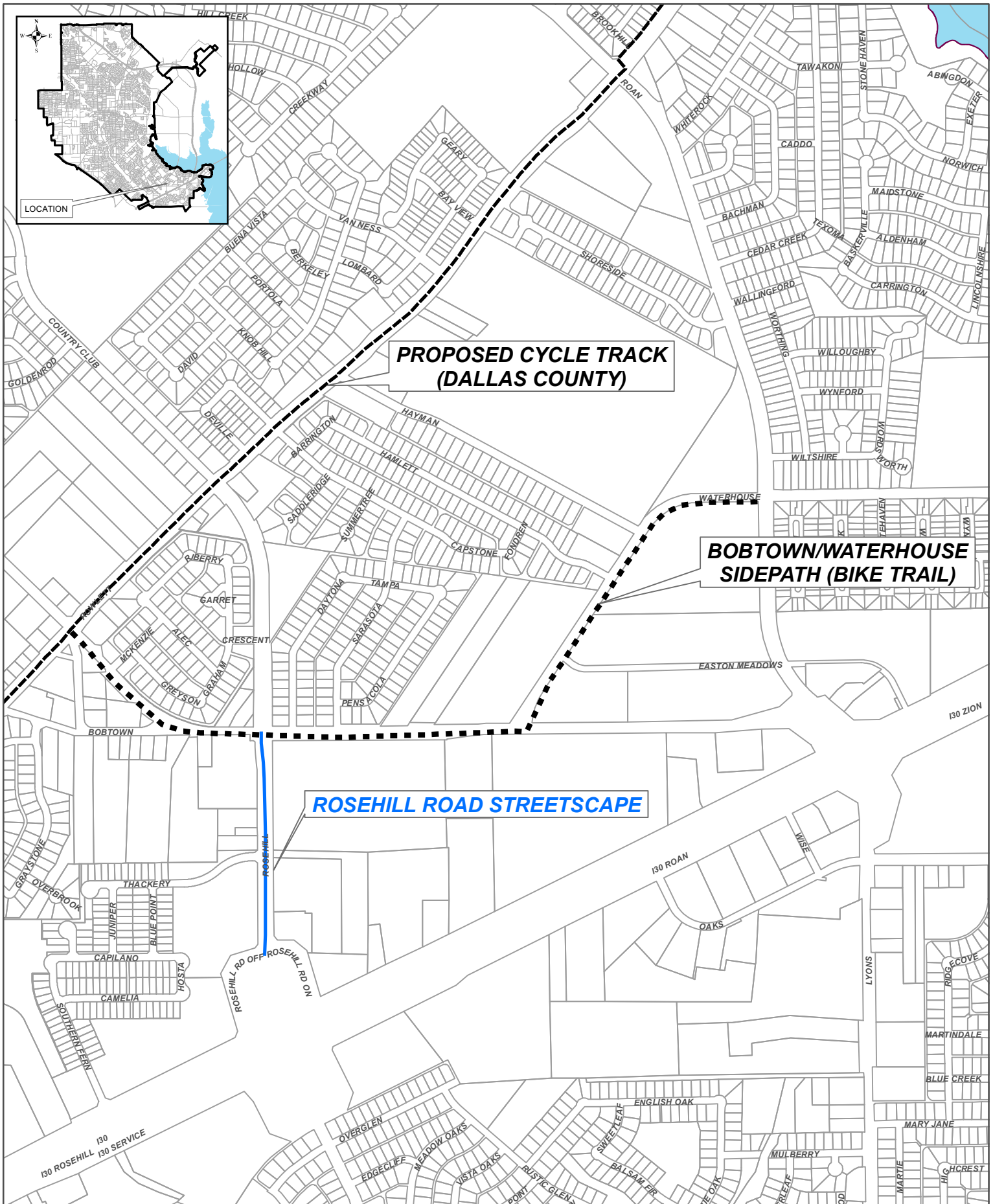
Constructing the Rosehill Road Streetscape project in accordance with the Rosehill/I-30 TIA and completing the connectivity of the streetscape improvements to the City's Master Trail Plan, the Rosehill Road Streetscape project will require an additional \$1,050,000.00 in construction and materials testing funds. The construction contract can be awarded without the additional funds impacting the 2021 CIP Budget. However, Council's award of the Rosehill Road Streetscape project will require the additional funding be programed as part the 2022 CIP.

CONSIDERATION

Staff seeks the Council's concurrence in awarding the construction contract for the Rosehill Road Streetscape project and committing additional CIP funds in the amount of \$1,050,000.00 for the 2022 CIP.

Attachments

Rosehill Road Streetscape Location Map





GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: September 13, 2021
Item Title: Bobtown Road Sidepath (Trail)
Submitted By: Michael Polocek, Engineering Director
Strategic Focus Areas: Growing Economic Base
Enhanced Quality of Life through Amenities, Arts, and Events
Vibrant Neighborhoods and Commercial Centers

ISSUE

Consider whether to commit additional 2022 CIP funding for a 12 feet wide sidepath (Trail) as Change Order No. 1 to the Bobtown Road and Waterhouse Boulevard construction contract.

OPTIONS

- A. Authorize staff to proceed with the preparation of Change Order No. 1 to the Bobtown Road and Waterhouse Boulevard construction contract and commit an additional \$698,000.00 in funds from the 2019 Bond Parks Catalyst Area Improvements for a one-mile sidepath for bike and pedestrian safety for the 2022 CIP.
- B. Take no action.

RECOMMENDATION

Option A. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

The City's Trails and Bikeways Master Plan (Master Plan) had not been considered and adopted by City Council at the time the Bobtown Road and Waterhouse Road project was bid and awarded. After adoption of the Master Plan, the Parks Department requested approximately one (1) mile of sidepath (trail) be added to the Bobtown and Waterhouse project. This off-street facility is proposed to be approximately 12' wide, where feasible, and it will provide pedestrians and bicyclists with a safe route to connect to schools, neighborhoods, parks, and commercial districts. On the western side of Bobtown Road, the sidepath will connect to a future cycletrack proposed to be funded through partnership with the City of Garland, Dallas County, NCTCOG, TxDOT, and FHWA. The proposed sidepath will also connect via 12' wide enhanced sidewalk along Rosehill Road as part of the Rosehill Road Streetscape project to a future development at Rosehill Road and IH-30. Along the east portion of the project, the trail is aligned adjacent to Lakeview Centennial High School and will connect with future facilities that are planned for Roan Road.

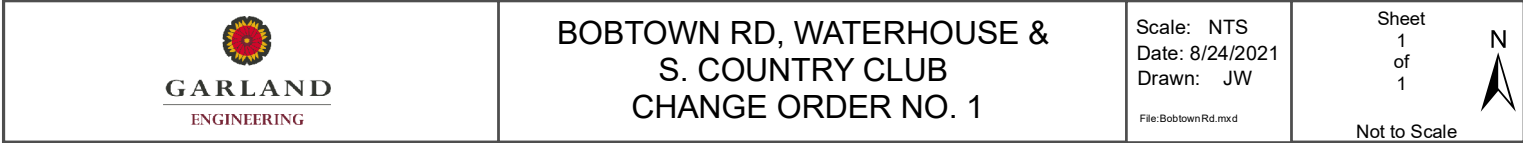
The Bobtown Road and Waterhouse Blvd. project requires a Change Order No. 1 in the amount of \$698,000.00 to include the mile of sidepath as part of the construction contract. The City programed CIP funds under Parks Catalyst Area Improvements that can be utilized for this sidepath project. The Change Order No. 1 can be awarded without the additional funds impacting the 2021 CIP Budget. However, Council's award of the Change Order No. 1 will require the additional funding will be programed as part the 2022 CIP.

CONSIDERATION

Staff seeks the Council's concurrence in proceeding with Change Order No. 1 to the construction contract for the Bobtown Road and Waterhouse Boulevard project and committing additional CIP funds in the amount of \$698,000.00 for the 2022 CIP.

Attachments

Bobtown Pathway Location Map





GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. c.

Meeting Date: September 13, 2021

Item Title: Transfer Station Permit Modification

Submitted By: Uriel Villalpando, Sanitation Services Director

Summary of Request/Problem

The Transfer Station was built in 1974 and began operating in 1975. The permit issued in December of 1975 which remains in place now, has a waste tonnage intake limit of 223 tons per day (TPD). Due to the significant increases in population in the City of Garland and the amounts of waste processed at the Transfer Station, it is necessary to request a permit modification to increase the tonnage intake limit from 223 TPD to 500 TPD. Not increasing the tonnage intake limit to reflect the current operation, may put the Transfer Station in violation with the Texas Commission on Environmental Quality (TCEQ). Additionally, the department would have to divert more than 50% of the waste currently processed at the Transfer Station in order to stay in compliance with TCEQ permit requirements, which will negatively impact field operations and cause delays in residential and commercial trash collections.

Recommendation/Action Requested and Justification

Staff recommends moving forward with the TCEQ Permit Modification. During peak season (March through October), the Transfer Station processes little over 500 tons per day, at least 3 times per week. With the addition of new single family homes, multifamily units, and new commercial accounts, staff anticipates waste tonnage intakes to continue to increase well beyond the peak season. It is in the best interest of the City of Garland to request a permit modification and increase the tonnage intake limit at the Transfer Station in order to maintain current and future sanitation service levels.

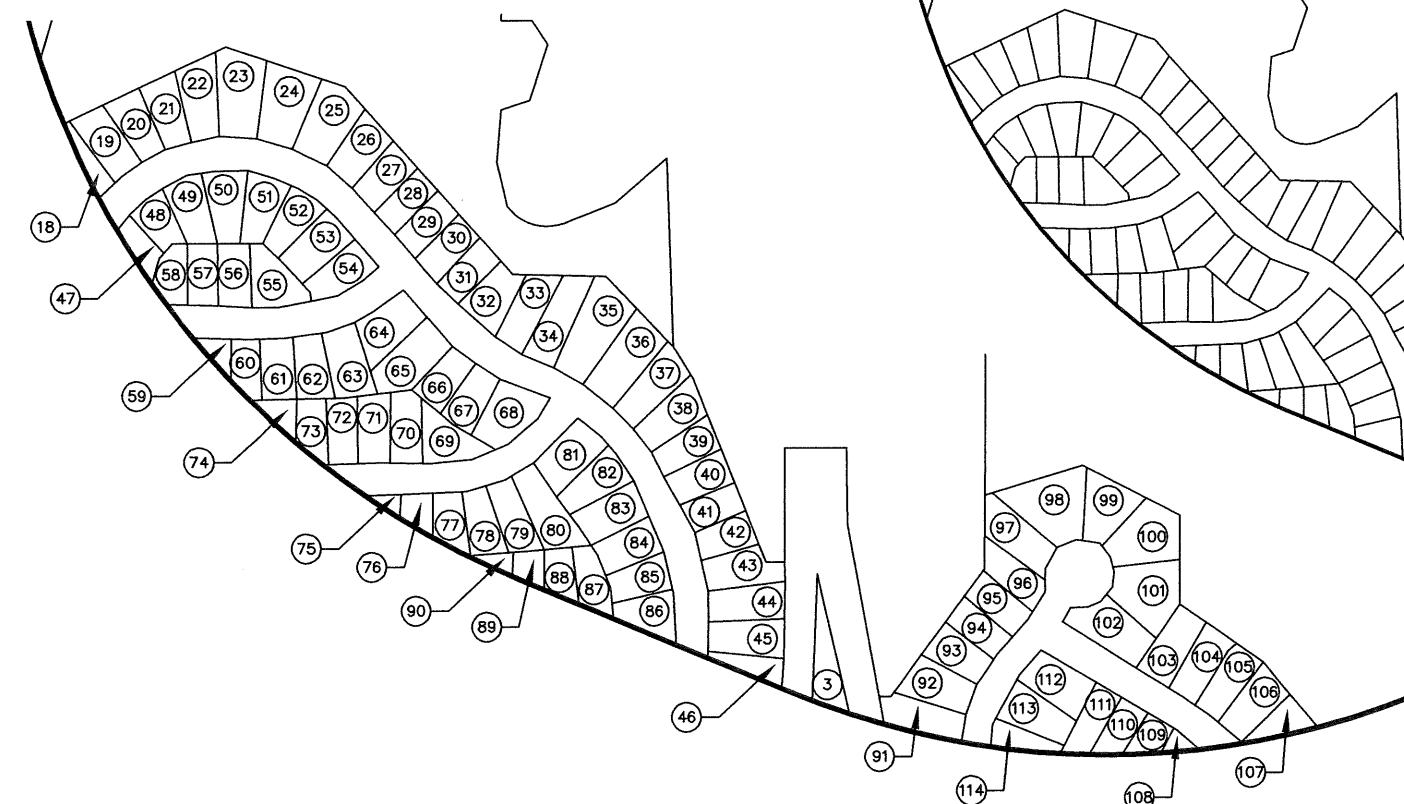
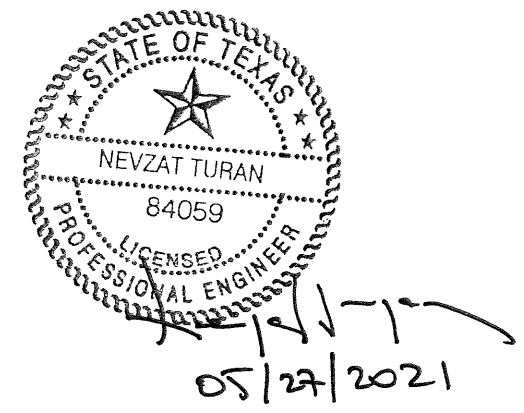
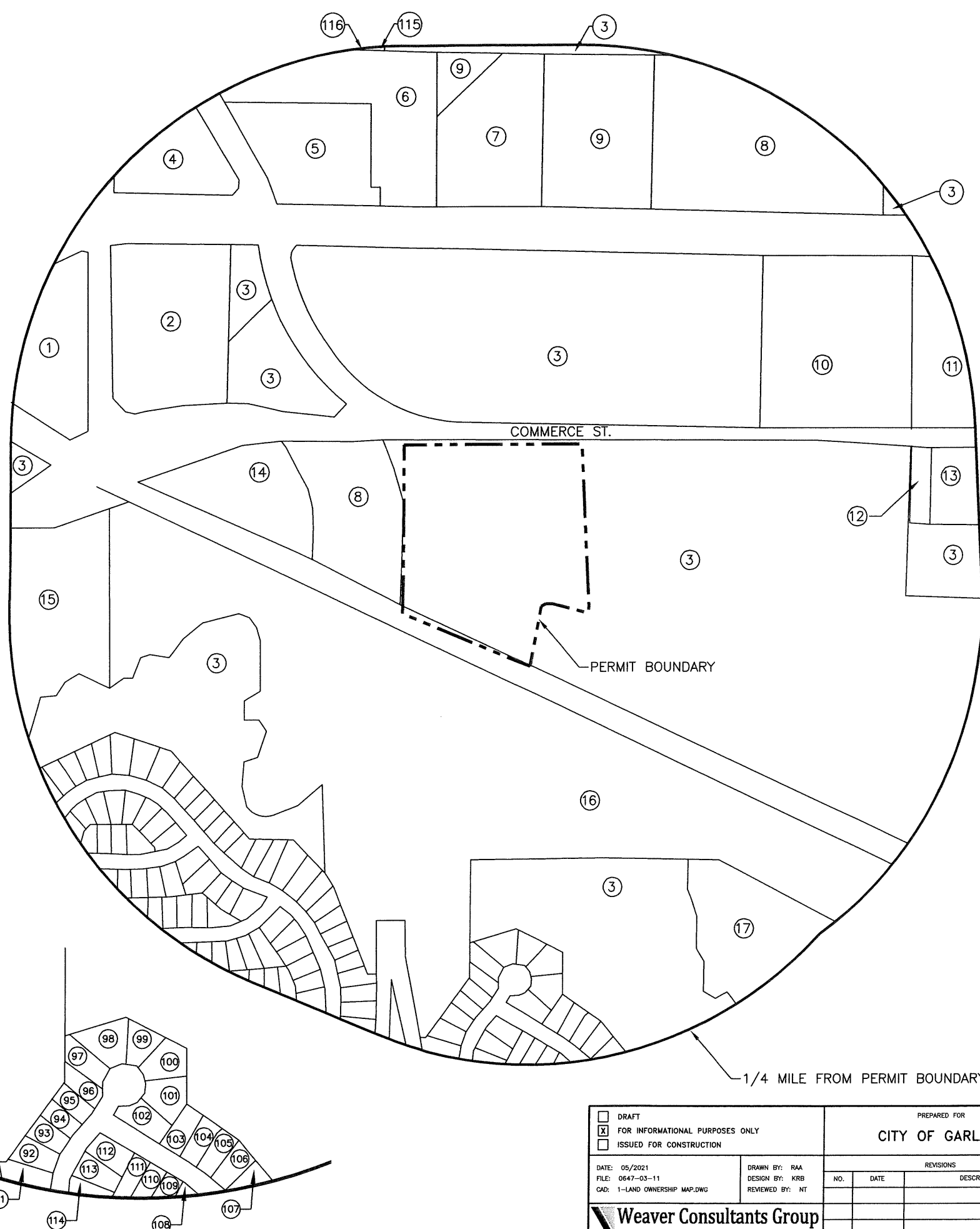
As part of the permit modification process, a total of 116 land owners and businesses in Council Districts 1 & 2 located within a 1/4 mile radius of the Transfer Station permit boundaries will be notified as required by the TCEQ. The stakeholder notification letter was drafted by Weaver Consultants Group with specific language required by the TCEQ. This brief is for informational purpose only, no Council action is requested.

Attachments

Landowner's Map

Notice of Permit Modification

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☐ DRAFT ☒ FOR INFORMATIONAL PURPOSES ONLY ☐ ISSUED FOR CONSTRUCTION	PREPARED FOR CITY OF GARLAND	PERMIT MODIFICATION LAND OWNERSHIP MAP	
DATE: 05/2021 FILE: 0647-03-11 CAD: 1-LAND OWNERSHIP MAP.DWG	DRAWN BY: RAA DESIGN BY: KRB REVIEWED BY: NT	CITY OF GARLAND TRANSFER STATION DALLAS COUNTY, TEXAS	
Weaver Consultants Group TBPE REGISTRATION NO. F-3727		REVISIONS NO. DATE DESCRIPTION	WWW.WCGRP.COM
			DRAWING 1

Texas Commission on Environmental Quality



Notice of Application and Preliminary Decision for Municipal Solid Waste Permit Modification

Permit No. 12

Application and Preliminary Decision. City of Garland has applied to the Texas Commission on Environmental Quality (TCEQ) for a permit modification to authorize changes to the existing Site Operating Plan (SOP) to limit the waste acceptance rate at 500 tons per day, based on the previously specified daily average waste acceptance rate and the facility's physical capacity. The facility, an existing waste transfer station, is located at 1434 Commerce Street, Garland, Texas 75040 in Dallas County, Texas. This application was received by the TCEQ on June 1, 2021. The following link to an electronic map of the site or facility's general location is provided as a public courtesy and is not part of the application or notice:

<https://arcg.is/1ryzvC>. For exact location, refer to the application.

The TCEQ executive director has completed the technical review of the application and has prepared a draft permit modification. The draft modification, if approved, would establish the conditions under which the facility must operate. The executive director has made a preliminary decision that this permit modification, if issued, meets all statutory and regulatory requirements. The permit modification application may be viewed online at <http://www.ftwweaverboos.com>.

Public Comment. You may submit public comments about this application. Written public comments must be received in the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087 or electronically submitted to www14.tceq.texas.gov/epic/eComment/ within 23 days after the date this notice is mailed. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. After the deadline for public comments, the executive director will review and consider the comments. The executive director is not required to file a response to comments. **If approved, notice of issuance will be mailed to everyone who submitted public comments or requested to be on the mailing list for this application. If comments are received, the mailing will also provide an explanation of the opportunity to file a motion to overturn the executive director's decision.**

Mailing List. In addition to submitting public comments, you may ask to be placed on a mailing list to receive future public notices mailed by the Office of the Chief Clerk. You may request to be added to: (1) the mailing list for this specific application; (2) the permanent mailing list for a specific applicant name and permit number; and/or (3) the permanent mailing list for a specific county. Clearly specify the mailing list(s) you wish to be placed on and send your request to the TCEQ Office of the Chief Clerk at the address provided above. Unless you otherwise specify, you will be included only on the mailing list for this specific application.

Information. For details about the status of the application, visit the Commissioners' Integrated Database at <www.tceq.texas.gov/goto/cid>. Once you have access to the CID using the above link, enter the permit number for this application, which is provided at the top of this notice.

If you need more information about this permit modification application or the permitting process, please call the TCEQ Public Education Program at (800) 687-4040 or visit their website at <www.tceq.texas.gov/goto/pep>. Si desea información en Español, puede llamar al 1-800687-4040.

Further information may also be obtained from City of Garland at the address stated above or by calling Mr. Jason Chessher at 972-205-3424.

This notice was mailed on **[date notice was mailed]**.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: September 13, 2021

Item Title: Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) 2022 Comprehensive Grant

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) Comprehensive Grant.

OPTIONS

1. Accept TxDOT STEP Grant Funding.
2. Do Not Accept TxDOT STEP Grant Funding.

RECOMMENDATION

Staff recommends accepting the TxDOT Grant Funding for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant for FY 2021-2022. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

The Garland Police Department has successfully participated in STEP enforcement grants for many years. The purpose of this grant is to save lives, reduce motor vehicle crashes and injuries and change behavior related to driving habits. Rather than aggressively enforcing traffic laws specific to red light and intersection violations, seatbelt violations, speed violations, and driving while intoxicated violations, grant enforcement will be focused on high visibility patrols/traffic stops within identified enforcement zones that historically have had major crashes. It is anticipated that increased police presence in these areas will change driver behavior as well as have a positive effect on crime in these zones. The enforcement activities will also be supplemented by additional public information and education campaigns throughout the grant period.

CONSIDERATION

The grant for FY 2021-2022 is in the amount of \$155,025.88. If accepted, TxDOT will reimburse the City of Garland \$123,999.02. The grant requires the City to provide \$31,026.86 in matching funds. This will be accomplished in part through fringe benefits expenditures, TMRS contributions, vehicle mileage costs and administrative time spent on grant-related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Attachments

TXDOT STEP Agreement 2022
TXDOT STEP Resolution 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 Comprehensive

ID: 2022-GarlandPD-S-1YG-00051

Period: 10/01/2021 to 09/30/2022

GENERAL INFORMATION

Project Title:STEP Comprehensive

Project Description:

Program Elements

When performing enforcement activities under this grant, officers should make the enforcement of the STEP elements listed below their top priority, although any traffic-related probable cause can be used to initiate a vehicle stop

1. DWI : Driving While Intoxicated
2. Speed: Speed Enforcement
3. OP: Occupant Protection (Safety Belt and Child Safety Seat)
4. ITC: Intersection Traffic Control
5. DD: Distracted Driving

Holiday Periods

Enforcement activities under this grant may be conducted on any day at any time of day the agency deems appropriate. However, subgrantee should make it a priority to conduct enforcement activities during state and federally determined holiday periods, which are:

1. Christmas/New Year's
2. Spring Break
3. Memorial Day
4. Independence Day
5. Labor Day

STEP Mobilization Calendar is available on [eGrantsHelp page](#)

X Agency agrees to enforce the above Program Elements and Holiday Periods as part of the Selective Traffic Enforcement Program

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:

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- 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.

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

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.

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)

801609462

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 :

https://www.dot.state.tx.us/apps/egrants/_Upload/1015113_337697-SOPSTEPGrant-LVSigned07202020.pdf

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.

PROPOSING AGENCY AUTHENTICATION

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

Name	:Jeff Bryan
Title	:Chief Of Police
Address	:1891 Forest Ln
City	:Garland
State	:Texas
Zip Code	:75042
Phone Number	:972-205-2011
Fax Number	:972-485-4801
E-mail address	:bryanJ@garlandtx.gov

COUNTY SERVED

Dallas County - Dallas District

POLITICAL DISTRICT SERVED

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 AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws.

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

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.
Increase public information and education on Distracted Driving related traffic issues.

☒ I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 10/1/2019 To 9/30/2020**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	548	0	11
Speed	9978	822	10
Safety Belt	701	137	12
Child Safety Seat	170	9	
Intersection Traffic Control (ITC)	1785	65	42
Distracted Driving Citations	0	0	
Other Elements	17336	39001	

If you have additional attachments, provide them on the "Attachments" page.

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Alcohol-Involved (DWI/DUI) KA crashes toto	10	
Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	11	
Reduce the number of Speed-related crashes to	9	
Reduce the number of ITC-related crashes to	40	

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

XI agree to the below efforts with a public information and education (PI&E) program.

- a. Conduct a minimum of one (1) presentations
- b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)
- c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN

Zone Name : Zone1
1300- 3400 W. Miller Rd (North)
1900 - 3300 S. Jupiter Rd (West)
Zone Location : 11400 - 13700 block I-635 (South)
2000 - 4800 Saturn Rd (East)

Zone Hours : 24/7 Enforcement
Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/1015583_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/1015583_337651-Zone_1.pdf)
(attach) Zone_1 pdf

OPERATIONAL PLAN

Zone Name : Zone2
1000 E. Kingsley - 1300 W. Kingsley (North)
3300 Broadway to 3900 Broadway (Northeast)
Zone Location : 1600 Wynn Joyce - 1100 La Prada (Southeast)
13700 - 15300 block I-635 (Southwest)
3100-4800 Saturn Rd. (West)
Zone Hours : 24/7 Enforcement
Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/1015584_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/1015584_337651-Zone_2.pdf)
(attach) Zone_2.pdf

OPERATIONAL PLAN

Zone Name : Zone3
1700 E I30 - 500 W. I30 (South)
5600 Broadway Blvd - 6200 Broadway Blvd (West)

Zone Location : 500 Rowlett Rd - 2500 Rowlett Rd (North)
Shoreline city limits (East)

Zone Hours : 24/7 Enforcement

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/1015585_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/1015585_337651-Zone_3.pdf)
(attach) Zone_3 pdf

OPERATIONAL PLAN

Zone Name : Zone4
1400 W. Buckingham - 1200 E. Buckingham (North)
1700 -1100 N. Country Club (east)
1400 -2300 Castle (northeast)

Zone Location : 3900-3100 E. Centerville (east)
2000 S.H. 66 - 1300 W. Ave D (South)
400 S. Garland - 2000 N. Garland (west)

Zone Hours : 24/7 Enforcement

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/1015586_337651-](https://www.dot.state.tx.us/apps/egrants/_Upload/1015586_337651-Zone_4.pdf)
(attach) Zone_4.pdf

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 1904								
X Overtime X Regular Time								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	1735		\$63.420	\$110,033.70		\$110,033.70	12.89%	\$14,183.34
Sergeants:			\$0				%	\$0
Lieutenants/Other:	169		\$82.635	\$13,965.32		\$13,965.32	12.89%	\$1,800.13
B. PI&E Activities								
PI&E Activities:			\$0		\$0		%	\$0
C. Administrative Duties								
Captain (Grant Manager, completing PRs, coordinate enforcement hours, building grant, verify supervisor DARs, Oversight of PI&E objectives/performance measures)		50	\$63.800		\$3,190.00	\$3,190.00	12.89%	\$411.19
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)		72	\$23.502		\$1,692.14	\$1,692.14	19.09%	\$323.03
Lieutenants (Coordinate staffing, verify DARs, shift supervision)		42	\$55.090		\$2,313.78	\$2,313.78	12.89%	\$298.25
Court (ticket processing)			\$20.980				19.09%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$123,999.02	\$7,195.92	\$131,194.94		\$17,015.94
Category		TxDOT	%		Match		%	Total
Salaries:		\$123,999.02	94.52%		\$7,195.92		5.48%	\$131,194.94
Fringe Benefits:		\$0	0.00%		\$17,015.94		100.00%	\$17,015.94
Breakdown of Fringe Percentages: SWORN: 1.45% Medicare, 11.44% TMRS								
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								

City of Garland Police Department
STEP Comprehensive 2022

CIV: 1.45% Medicare, 11.44% TMRS, 6.2% SS,				
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All enforcement tools are used as time-and-a-half

STEP ENFORCEMENT MILEAGE

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	1201803	\$32,245.00	3	\$12,193.16	\$6,600.93	28836	\$1.02
Vehicle 2	1201810	\$34,554.00	3	\$11,592.82	\$5,880.78	27022	\$1.07
Vehicle 3	15201903	\$34,602.00	3	\$10,000.63	\$7,207.28	30863	\$0.93
Vehicle 4	1201931	\$34,602.00	3	\$7,783.07	\$7,011.44	30129	\$0.87
Vehicle 5	120194	\$34,602.00	3	\$8,934.71	\$8,569.63	36906	\$0.79

Average Operational Cost of the Vehicle Per Mile : \$0.94

Number of Miles Proposed : 7250

TOTAL : \$6,815.00

	Amount	Percentages
TxDOT	\$0	0.00%
Match	\$6,815.00	100.00%
Total	\$6,815.00	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$123,999.02	\$7,195.92	\$131,194.94
(200)	Fringe Benefits:	\$0	\$17,015.94	\$17,015.94
	Sub-Total:	\$123,999.02	\$24,211.86	\$148,210.88
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$6,815.00	\$6,815.00
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$6,815.00	\$6,815.00
Total Direct Costs:		\$123,999.02	\$31,026.86	\$155,025.88
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$0	\$0
Summary				
	Total Labor Costs:	\$123,999.02	\$24,211.86	\$148,210.88
	Total Direct Costs:	\$0	\$6,815.00	\$6,815.00
	Total Indirect Costs:	\$0	\$0	\$0
Grand Total		\$123,999.02	\$31,026.86	\$155,025.88
	Fund Sources (Percent Share):	79.99%	20.01%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) - SINGLE YEAR - 2022 COMPREHENSIVE GRANT IN THE AMOUNT OF \$155,025.88; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Single Year - 2022 Comprehensive Grant in the amount of \$155,025.88, for the purpose of high visibility patrols/traffic stops during fiscal year 2021-2022.

Section 2

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

PASSED AND APPROVED this the 21st day of September, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. e.

Meeting Date: September 13, 2021

Item Title: Texas Department of State Health Services (DSHS) Public Health Workforce Grant

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Texas Department of State Health Services (DSHS) recently announced funding availability to selected local jurisdictions intended to establish, expand, train and sustain the public health workforce to support jurisdictional COVID-19 prevention, preparedness, response and recovery initiatives and to address health disparities related to COVID-19. As a local jurisdiction, the Garland Health Department (GHD) has been allocated 1.9 million dollars under two grants over two years for the aforementioned programs. Funding will be used to pay regular full time and temporary employees to perform grant related tasks within the GHD jurisdiction. These are reimbursement grants, which mean costs associated with the approved work plans will be reimbursed at 100% up to the total grant allocation. Additionally, GHD has negotiated an interlocal agreement with Parkland Health and Hospital System to provide a social worker to perform tasks related to these grants.

This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting.

Recommendation/Action Requested and Justification

Authorize the City Manager or his designee to execute contract agreements with the Texas DSHS and to execute an interlocal agreement with Parkland Health and Hospital System regarding the services of a social worker for COVID related activities.

Attachments

COVID-19 Health Disparities Contract

Public Health Workforce Contract

Parkland HHS Interlocal Agreement

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001057600021
UNDER THE
COVID-19 HEALTH DISPARITIES GRANT**

I. PURPOSE

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**SYSTEM AGENCY**”), a pass-through entity, and **CITY OF GARLAND HEALTH DEPARTMENT** (“**GRANTEE**”) each a “Party” and collectively the “Parties” enter into the following grant contract to provide funding for the COVID-19 Health Disparities Program (the “Contract”).

II. LEGAL AUTHORITY

This Contract is authorized by *Texas Government Code* Chapter 791, *Texas Health and Safety Code* Chapters 12 and 121 and Grant Number: 1 NH75OT000045-01-00.

III. DURATION

The Contract is effective on September 1, 2021 or the signature date of the latter of the Parties to sign this Contract, whichever is later, and terminates on May 31, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence and subject to having the legal authority to do so, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

IV. BUDGET

The total amount of this Contract will not exceed **\$400,000.00**. Grantee is not required to provide matching funds.

All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

System Agency

Department of State Health Services

P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
Attention: Sandy Clark

Grantee

City of Garland Health Department
1720 Commerce St.
Garland, Texas 75040-6710
Attention: Diana Beeler

VI. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Health and Human Services Commission
Attn: Office of the Chief Counsel MC 1100
4900 North Lamar Boulevard
Austin, Texas 78751

With copy to

Department of State Health Services
Attention: General Counsel
P.O. Box 149347 – Mail Code 1911
Austin, Texas 78714-9347

Grantee

City of Garland Health Department
1720 Commerce St.
Garland, Texas 75040-6710
Attention: Diana Beeler

VII. NOTICE REQUIREMENTS

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notices by providing written notice to the other Party. All notices submitted to System Agency must:

- A. include the Contract number;
- B. be sent to the person(s) identified in the Contract; and,
- C. comply with all terms and conditions of the Contract.

VIII. ADDITIONAL GRANT INFORMATION

System Agency Data Universal Numbering System (DUNS) Number: 807391511

Federal Award Identification Number (FAIN): NH75OT000045

Assistance Listing Name and Number: Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises; 93.391

Federal Award Date: May 26, 2021

Federal Award Project Period through May 31, 2023

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

Awarding Official Contact Information: Ms. Christine Graaf

Email: khx2@cdc.gov

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001057600021**

SYSTEM AGENCY

GRANTEE

Signature

Printed Name: _____

Title: _____

Date of Execution: _____

Signature

Printed Name: Diana Beeler

Title: _____

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001057600021 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D: HHS CONTRACT AFFIRMATIONS

ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F: FFATA FORM

ATTACHMENTS FOLLOW

ATTACHMENT A: STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

To ensure community engagement in targeted communities disproportionately impacted by COVID-19 and the building of sustainable relationships in those targeted communities, Grantee will conduct the following activities:

- A. Submit a workplan within 30 days of contract effective date to System Agency outlining how required activities will be accomplished. System Agency must approve the workplan before Grantee begins activities with targeted communities.
- B. Identify Grantee staff (new and existing) who will be leads for the Contract. Any changes to these staff members must be reported to System Agency in the monthly program report.
- C. Identify and target communities disproportionately impacted by COVID-19. Grantee will specify how the target communities were identified and report the disproportionately impacted communities that will be targeted in the Grantee workplan.
- D. Engage targeted communities disproportionately impacted by COVID-19 through:
 1. Establishing rapport and developing relationships by spending time in the community and building trust through outreach activities.
 2. Listening to community needs by attending community events (e.g., town halls, listening sessions, interviews, and focus groups). The frequency of those meetings will be identified in the Grantee workplan.
 3. Developing a sustainability plan to stay engaged with the community after funding ends. Sustainability plan must be submitted to System Agency no later than April 30, 2023.
- E. Build sustainable relationships in targeted communities disproportionately impacted by COVID-19 through:
 1. Identifying and engaging community partners (e.g., hospitals, clinics, Federally Qualified Health Centers, community-based organizations, faith-based organizations, and social service agencies).
 2. Building cross-sector partnerships (e.g., public health, healthcare, and social services) by meeting with identified partners. The frequency of those meetings will be identified in the Grantee workplan.
 3. Documenting community partners by creating a list of partners interested in working on and addressing health disparity initiatives. This list will be shared with System Agency in the monthly report.
- F. Work with targeted communities to identify and document ideas on how to increase COVID-19 vaccination rates in targeted communities.

- G. Work with targeted communities to design an intervention aimed at addressing a community need identified through community engagement. This intervention should target a risk factor that caused the community to be disproportionately impacted by COVID-19. The intervention design will be shared with System Agency no later than April 30, 2023.
- H. Develop and implement information sharing and learning opportunities with the targeted communities.
- I. Participate in and attend System Agency meetings and trainings as deemed necessary by System Agency after contract execution.
- J. Submit a monthly program report on the report template to be provided by System Agency by the 15th of each month for the previous month's activities. Submit reports by electronic mail to healthdisparities@dshs.texas.gov and to healthdisparitiescms@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.
- K. Grantee may not use funds for construction, research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
 - 1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 - 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms.shtm>. The Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347

System Agency Contract HHS001057600021

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Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us
EMAIL: CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiate invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:
 - 1. September 1 through November 30
 - 2. December 1 through February 28
 - 3. March 1 through May 31
 - 4. June 1 through August 31
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B
BUDGET

CONTRACT No. HHS001057600021

PERSONNEL	\$228,984.00
FRINGE BENEFITS	\$57,246.00
TRAVEL	\$13,400.00
EQUIPMENT	\$0.00
SUPPLIES	\$16,813.00
CONTRACTUAL	\$35,007.00
OTHER	\$48,550.00
TOTAL DIRECT CHARGES	\$400,000.00
INDIRECT CHARGES	\$0.00
TOTAL	\$400,000.00

ATTACHMENT C

HHSC Uniform Terms and Conditions Version 2.16.1
Published and Effective: March 26, 2019
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.16.1

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference, and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Deliverable](#)” means the work product(s), including all reports and project documentation, required to be submitted by Grantee to the System Agency.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract. May also be referred to as "Contractor" in certain attachments.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” or “Request for Applications (RFA)” means the document (including all amendments and attachments) issued by the System Agency under which applications for Program funds were requested, which is incorporated by reference for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete response (including any attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, authorized representatives and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Contract or through use of any funding provided under this Contract.

“Uniform Grant Management Standards” or “UGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas

Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

- A. Except as otherwise provided by this Contract, the payment method will be one or more of the following:
 - i. Cost Reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
 - ii. Unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
 - iii. Advance payment. This payment method is based on disbursal of the minimum necessary funds to carry out the Program or Project where the Grantee has

implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law, state and federal regulations, and at the sole discretion of the System Agency.

- B. Grantee shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.2 FINAL BILLING SUBMISSION

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement or payment requests received after the deadline may not be paid.

2.3 FINANCIAL STATUS REPORTS (FSRs)

Except as otherwise provided, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to System Agency by the last business day of the month following the end of each quarter for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.4 USE OF FUNDS

Grantee shall expend funds under this Contract only for approved services and for reasonable and allowable expenses directly related to those services.

2.5 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.6 PROGRAM INCOME

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use Program Income, as provided in UGMS Section III, Subpart C, .25(g)(2), to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Contract.

2.7 NONSUPPLANTING

Grant funds may be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds in place to support current programs and related activities.

2.8 ALLOWABLE COSTS

Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The Parties agree that all the requirements of the UGMS apply to this Contract, including the criteria for Allowable Costs. Additional federal requirements apply if this Contract is funded, in whole or in part, with federal funds.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable contracts. Grantee will provide the necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and Uniform Grant Management Standards (UGMS).

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

This Contract is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages, that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Grantee agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 RECAPTURE OF FUNDS

A . At its sole discretion, the System Agency may i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s), or ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice -

any funds erroneously paid by System Agency which are not expressly authorized under the Contract.

- B. "Overpayments" as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include, but are not limited to:

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local, and Tribal Governments	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR Part 200 and UGMS	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles and Procedures, or Uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
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- B. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

- i. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee will be subject to the sanctions and remedies for non-compliance with this Contract.
- ii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.
- iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS.
- iv. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits.
- v. Each Grantee that is required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

B. Financial Statements

Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically one copy of the single audit or program-specific audit to the System Agency via:

i. HHS portal at: or,

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>

ii. Email to: single_audit_report@hhsc.state.tx.us.

B. Financial Statements

Due no later than nine months after the Grantee's fiscal year end, Grantees which are not required to submit an audit, shall submit electronically financial statements via:

i. HHS portal at:

<https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,

ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Grantee has reviewed the General Affirmations and that Grantee is in compliance with all requirements.

5.2 FEDERAL ASSURANCES

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Assurances and that Grantee is in compliance with all requirements.

5.3 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, the Grantee has reviewed the Federal Certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated

therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing. Grantee agrees to execute all papers and to perform such other property rights as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

6.2 GRANTEE'S PRE-EXISTING WORKS

To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works, and Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this **Article VI**.

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Grantee shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Contract. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Contract without the prior written consent of System Agency.

6.5 SURVIVAL

The provisions and obligations of this **Article VI** survive any termination or expiration of the Contract.

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee shall maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the Contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Contract. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Contract.

7.4 SAO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. Grantee shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Grantee shall maintain as confidential, and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Grantee's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Grantee to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Grantee found to be in error;
- iv. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
- v. imposing any other remedies, sanctions or penalties authorized under this Contract or permitted by federal or state statute, law, regulation or rule.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination. The System Agency's right to terminate the Contract for convenience is cumulative of all rights and remedies which exist now or in the future.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any, or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

ii. **Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LEGAL OBLIGATIONS

Grantee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.4 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Contract. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.5 INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENCE ACTS OR OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Contract.**

9.6 ASSIGNMENTS

- A. Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.
- B. Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.7 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Contract. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Should Grantee subcontract any of the services required in the Contract, Grantee expressly understands and acknowledges that in entering such subcontract(s), System Agency is in no manner liable to any Subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Contract. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

9.8 TECHNICAL GUIDANCE LETTERS

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during work performance in the form of a Technical Guidance Letter (TGL). A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference for all purposes when it is issued.

9.9 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract.
- B. If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

9.10 GOVERNING LAW AND VENUE

The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-

enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Grantee from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 NO WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.15 PUBLICITY

- A. Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.
- C. Contractor is prohibited from using the Work for any Contractor or third party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Contractor's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Contractor as part of the Work.

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

Nothing in the Contract will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.18 ENTIRE CONTRACT AND MODIFICATION

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.19 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.20 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract.

9.21 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- i. all persons employed to perform duties within Texas during the term of the Contract; and
- ii. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Contract within the United States of America.

9.22 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

- v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Contract.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
 701 W. 51st Street, Mail Code W206
 Austin, Texas 78751
 Phone Toll Free: (888) 388-6332
 Phone: (512) 438-4313
 TTY Toll Free: (877) 432-7232
 Fax: (512) 438-5885.

9.23 SYSTEM AGENCY DATA

As between the Parties, all data and information acquired, accessed, or made available to Contractor by or through System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data processing services in connection with Contractor's performance hereunder, (the "**System Agency Data**"), is owned solely by System Agency. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Contractor to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.

HEALTH AND HUMAN SERVICES
Contract Number HHS001057600021
Attachment D CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract

and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), a business in this state may not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business. Contractor represents and warrants that it is in compliance with Texas Health and Safety Code, Section 161.0085(c) and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not boycott energy companies and will not boycott energy companies during the term of this Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

42. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor certifies that either (1) it meets an exemption criterion under Section 2274.002 or (2) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and it will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

43. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for System Agency, Contractor is required to meet the security controls the System Agency determines are proportionate with System Agency's risk under the contract based on the sensitivity of System Agency's data and that Contractor must periodically provide to System Agency evidence that Contractor meets the security controls required under the contract.

44. Cloud Computing State Risk and Authorization Management Program

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for System Agency, Contractor must comply with the requirements of the state risk and authorization management program and that System Agency may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for System Agency that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

45. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

46. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

47. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, Contractor certifies that it is not (1) headquartered in China, Iran, North Korea, Russia, or a designated country; or (2) owned by or the majority of stock or other ownership interest of Contractor is not held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

48. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

49. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors of HHSC; and (2) no funds appropriated for Medicaid Family

Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

50. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

51. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

52. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

53. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

54. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

55. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

56. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed.

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

CERTIFICATION REGARDING LOBBYING

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 an 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 of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:

* Last Name: Suffix:

* Title:

* SIGNATURE:

* DATE:

ATTACHMENT F

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

Provide compensation information here:

Certificate Of Completion

Envelope Id: AA2671563EB04F39AECF12F8D5C918FA

Status: Sent

Subject: HHS001057600021 - City of Garland Health Department - OHDPP COVID LHD BASE CONTRACT

Source Envelope:

Document Pages: 46

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

CMS Internal Routing Mailbox

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11493 Sunset Hills Road

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Status: Original

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Location: DocuSign

8/13/2021 4:09:16 PM

CMS.InternalRouting@dshs.texas.gov

Signer Events**Signature****Timestamp**

Diana Beeler

Sent: 8/13/2021 4:17:23 PM

dbeeler@garlandtx.gov

Viewed: 8/23/2021 7:56:05 AM

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/23/2021 7:56:05 AM

ID: e587f531-f4be-4099-a456-c6cff2ae3118

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/20/2021 3:36:48 PM

ID: 2b4d928b-78a6-4347-853d-08f80bda09d2

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/20/2021 7:45:53 AM

ID: 89c41596-9806-46c4-966c-0d9140e4d3fe

Kirk Cole

kirk.cole@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/19/2021 5:39:06 PM

ID: f523a873-2a89-4564-a770-5654513b33e6

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events		
Nancy Guerra nguerra@garlandtx.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 4:17:24 PM
Sandy Clark sandy.clark@dshs.texas.gov Contract Manager Texas Health and Human Services Commission Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/13/2021 4:17:23 PM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Ruiz kevin.ruiz@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2021 4:17:24 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Diana Beeler
City of Garland Health Department
1720 Commerce Street
Garland, Texas 75040

Subject: CPS/PH Workforce Contract
Contract Number: HHS001075300001
Contract Amount: \$1,500,000.00
Contract Term: Upon Execution through June 30, 2023

Dear Ms. Beeler:

Enclosed is the CDC Public Health Crisis Response (PHCR) Co-Ag: Public Health Workforce contract between the Department of State Health Services and City of Garland Health Department.

The purpose of this contract is to establish, expand, train, and sustain the state, tribal, local, and territorial (STLT) public health workforce to support jurisdictional COVID-19 prevention, preparedness, response, and recovery initiatives, including school-based health programs. Public health agencies are expected to use available funding to recruit, hire, and train personnel to address projected jurisdictional COVID-19 response needs to include hiring personnel to build capacity to address STLT public health priorities deriving from COVID-19.

Please let me know if you have any questions or need additional information.

Sincerely,

Jennifer Boggs, CTCM
Contract Manager
776-3967
Jennifer.Boggs@dshs.texas.gov

INTERLOCAL COOPERATION CONTRACT
THE DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001075300001

THE DEPARTMENT OF STATE HEALTH SERVICES (“System Agency” or “DSHS”) and City of Garland Health Department (“Local Government,” “Grantee,” “Performing Agency,” or “Contractor”), each a “Party” and collectively the “Parties,” enter into the following contract for activities to establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).

I. PARTIES

The following will act as the Representative authorized to act on behalf of their respective Party.

System Agency

Name: Department of State Health Services
 Address: 1100 W. 49th Street, MC 1990
 City and Zip: Austin, TX 78756
 Contact Person: Jennifer Boggs
 Telephone: 512-776-2304
 Fax number: 512-776-7391
 E-Mail Address: Jennifer.Boggs@dshs.texas.gov
 Agency Number: 537

Local Government

Name: City of Garland Health Department
 Address: 1720 Commerce Street
 City and Zip: Garland, Texas 75040
 Contact Person: Diana Beeler
 Health Department: 972-205-3456
 Main Line: 972-205-3456
 E-Mail Address: dbeller@garlandtx.gov

II. STATEMENT OF SERVICES TO BE PROVIDED

The Parties agree to cooperate to provide necessary and authorized services and resources in accordance with the terms of this Contract. Specific services provided are described in **Attachment A – Statement of Work**.

III. CONTRACT PERIOD AND RENEWAL

The Contract is effective on the signature date of the latter of the Parties to sign this agreement and terminates on June 30, 2023, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. The Parties may extend this Contract subject to mutually agreeable terms and conditions.

IV. AMENDMENT

The Parties to this Contract may modify this Contract only through the execution of a written amendment signed by both Parties.

V. CONTRACT AMOUNT AND PAYMENT FOR SERVICES

The total amount of this Contract shall not exceed \$1,500,000.00, as provided for in **Attachment B – Budget**.

VI. LEGAL NOTICES

Legal Notices under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
1100 W. 49th Street, MC 1911
Austin, TX 78756
Attention: Office of General Counsel

Local Government

Name: Diana Beeler
Address: 1720 Commerce Street
City & Zip: Garland, Texas 75040
E-Mail Address: dbeller@garlandtx.gov

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for receiving legal notice by notifying the other Party in writing.

VII. CERTIFICATIONS

The undersigned contracting Parties certify that:

- (1) The services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of state government;
- (2) Each Party executing this Contract on its behalf has full power and authority to enter into this Contract;
- (3) The proposed arrangements serve the interest of efficient and economical administration of state government; and
- (4) The services contracted for are not required by Section 21, Article XVI of the Constitution of Texas to be supplied under a contract awarded to the lowest responsible bidder.

The System Agency further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791, Texas Health and Safety Code, Chapter 81, and Texas Government, Code 531.

The Local Government further certifies that it has statutory authority to contract for the services described in this Contract under Texas Government Code, Chapter 791.

VIII. ADDITIONAL GRANT INFORMATION

In accordance with 2 CFR 200.331(A), if any of the following information is not available at time of contract execution, then it will be provided to the Grantee by a Technical Guidance Letter.

Federal Award Identification Number (FAIN): NU90TP922165

Federal Award Date: 5/20/2021

Name of Federal Awarding Agency: Centers for Disease Control and Prevention

CFDA Name and Number: Federal, 93.354

Awarding Official Contact Information: Ms. Sylvia Reeves, 770-488-2739, qpg0@cdc.gov

DUNS: 807391511

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT No. HHS001075300001

THE DEPARTMENT OF STATE HEALTH SERVICES

CITY OF GARLAND HEALTH DEPARTMENT

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

**THE FOLLOWING ATTACHMENTS TO THIS CONTRACT ARE HEREBY
INCORPORATED BY REFERENCE AND MADE PART OF THIS CONTRACT:**

ATTACHMENT A – STATEMENT OF WORK

ATTACHMENT B – BUDGET

**ATTACHMENT C – FISCAL FEDERAL ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
CERTIFICATE**

**ATTACHMENT D – HHS UNIFORM TERMS AND CONDITIONS – GOVERNMENTAL ENTITY,
VERSION 3.0**

ATTACHMENT E – DATA USE AGREEMENT

ATTACHMENT F – FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT G – CONTRACT AFFIRMATIONS 1.8

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Establish, expand, train and sustain public health workforce in support of Coronavirus 2019 (COVID-19) response and in alignment with the Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) from the Centers for Disease Control and Prevention (CDC).
- B. Complete all activities required and allowable under this Contract by June 30, 2023.
- C. Perform required activities intended to slow the transmission of COVID-19, minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
 - 1. Hire public health personnel (professional, clinical, disease investigation, program and/or administrative) in support of COVID-19 and infectious disease preparedness and response. Personnel may be permanent full or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
 - 2. Establish a formal committee that will ensure Grantee's health programs, methods and outcomes meet the diverse needs of the communities served.
 - a. Within 30 days of Contract execution, submit a roster of this committee that describes how members are reflective of the communities to be served and can best address community public health needs to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.
 - b. Within 60 days of Contract execution, submit proposed plan to address health disparities, and your training plan to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, using the template provided by System Agency.
 - 3. Provide training for staff to be equipped to address health disparities appropriately, as recommended by the committee, to existing and new staff, focusing on issues relevant to the local communities served.
- D. Funds cannot be used for research, clinical care, medical or clinical supplies, fund-raising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind (including mobile medical clinics), clothing to include uniforms or scrubs or funding an award to another party or provider who is ineligible. Any furniture/cubicle purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body beyond normal, recognized executive relationships.
- E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Contract and as amended.

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

- F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:
1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802;
 2. Project workplan
- G. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- H. Expenses are eligible for reimbursement review and payment in alignment with the Grant Award effective date of July 1, 2021.

II. PERFORMANCE MEASURES

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

DSHS will develop performance measures in collaboration with the Grantee.

III. REPORTING REQUIREMENTS

Grantee, at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the bi-annual program and financial reports by the 5th business day of each month. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

- A. Submit local health entity COVID-19 Workforce Expansion progress reports and spend

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

plans within an established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports will include status updates on meeting hiring goals, addressing health disparities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due date specified in this Contract listed below or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent electronically to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager.

Progress Reports – due	7-Jan-22
Progress Reports – due	7-Jul-22
Progress Reports – due	9-Jan-23
Progress Reports – due	7-Jul-23

- B. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan and deliverables contained in this Contract to WorkforceCoAg@dshs.texas.com and the assigned Contract Manager, 30 days after end of Contract period, using the template provided by System Agency.

IV. INVOICE AND PAYMENT

- A. Grantee will request payment monthly using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Vouchers, supporting documentation, and Financial Status Reports should be mailed or emailed to the addresses below.

Department of State Health Services
 Claims Processing Unit, MC 1940
 1100 West 49th Street
 P.O. Box 149347
 Austin, TX 78714-9347
 FAX: (512) 458-7442

EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc your contract manager.

ATTACHMENT A
STATEMENT OF WORK
COVID-19 – Public Health Workforce Expansion

- B. Grantee will be reimbursed monthly and in accordance with Attachment B, Budget. Reimbursement shall be subject to the submission of required and appropriate documentation, and in accordance with applicable law and governing regulations.

Attachment B
Budget

Budget Categories	DSHS Funding
Personnel	\$883,208
Fringe Benefits	\$441,604
Travel	\$0
Equipment	\$0
Supplies	\$43,380
Contractual	\$0
Other	\$131,808
Total Direct Costs	\$1,500,000
Indirect Cost Rate Amount	\$0
Contract Total	\$1,500,000

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Attachment C

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;

Sally Tom:300000

Provide compensation information here:



TEXAS

Health and Human Services

Health and Human Services (HHS)

**Uniform Terms and Conditions -
Governmental Entity**

Version 3.0

Published and Effective - March 1, 2020

Responsible Office: Chief Counsel

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the Parties, which documents changes to the Contract other than those permitted by Work Orders.

“[Attachment](#)” means documents, terms, conditions, or information added to this Contract following the Signature Document or included by reference and made a part of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, purchase orders, or Work Orders that may be issued by the System Agency, to be incorporated by reference for all purposes.

“[Deliverable](#)” means a Work Product(s), including all reports and project documentation, prepared, developed, or procured by Contractor as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Goods](#)” means supplies, materials, or equipment.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code, or its designee.

“[Health and Human Services](#)” or “[HHS](#)” includes the Department of State Health Services (DSHS), in addition to the Health and Human Services Commission.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property Rights](#)” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such rights may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and

- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“[Parties](#)” means the System Agency and Performing Agency, collectively.

“[Party](#)” means either the System Agency or Performing Agency, individually.

“[Performing Agency](#)” means the State Agency providing the goods or services defined in this Contract.

“[Project](#)” means the goods or Services described in the Signature Document or a Work Order of this Contract.

“[Receiving Agency](#)” means the State agency receiving the benefit of the goods or services provided under this Contract.

“[Scope of Work](#)” means the description of Services and Deliverables specified in the Contract and as may be amended.

“[Services](#)” means the tasks, functions, and responsibilities assigned and delegated to Performing Agency under the Contract.

“[Signature Document](#)” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“[Solicitation](#)” means the document issued by the System Agency (including any published addenda, exhibits, and Attachments) under which the goods or Services provided under the Contract were initially requested, which is incorporated by reference for all purposes in its entirety.

“[Solicitation Response](#)” means Performing Agency’s full and complete response (including any Attachments and addenda) to the Solicitation, which is incorporated by reference for all purposes in its entirety.

“[State Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[State of Texas Textravel](#)” means the State Travel Management Program through the Texas Comptroller of Public Accounts website and Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“[Subcontract](#)” means any written agreement between Performing Agency and a third party to fulfill the requirements of the Contract. All Subcontracts are required to be in writing.

“[Subcontractor](#)” means any individual or entity that enters a contract with the Performing Agency to perform part or all of the obligations of Performing Agency under this Contract.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under state law and the officers, employees, authorized representatives, and designees of those agencies. These agencies include: HHSC and the Department of State Health Services.

“**Third Party IP**” means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not a Subcontractor.

“**Work**” means all Services to be performed, goods to be delivered, and any appurtenant actions performed, and items produced, conceived, or developed, including Deliverables.

“**Work Order**” means an individually negotiated document that is executed by both Parties and which authorizes a Project, if any, in an indefinite quantity Contract.

“**Work Product**” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the Deliverables, that are developed, produced, generated, or provided by Performing Agency in connection with Performing Agency’s performance of its duties under the Contract or through use of any funding provided under this Contract.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.
- D. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- E. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- F. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- G. All Attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- H. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative, and each will be performed in accordance with its terms.
- I. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- J. Time is of the essence in this Contract.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Contract, no ancillary expenses incurred by the Performing Agency in connection with its provision of the Services or Deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to costs associated with transportation, delivery, and insurance for each Deliverable.
- B. When the reimbursement of travel expenses is authorized by the Contract, all such expenses will be reimbursed in accordance with the rates set by the State of Texas *Textravel* available at the Texas Comptroller of Public Accounts State Travel Management Program website.

2.3 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Contract. All Work requested may be on an irregular and as needed basis throughout the Contract term.

2.4 TAXES

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Performing Agency represents and warrants that it shall pay all taxes or similar amounts resulting from the Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Performing Agency or its employees. System Agency shall not be liable for any taxes resulting from the contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

The Contract is subject to termination or cancellation, without penalty to the System Agency, ether in whole or in part, subject to the availability of state funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Performing Agency's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Performing Agency for any damages that are caused or associated with such termination, or cancellation, and System Agency will not be required to give prior notice.

3.2 NO DEBT AGAINST THE STATE

This Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBT AND DELINQUENCIES

Performing Agency agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may:
- i. withhold all or part of any payments to Performing Agency to offset overpayments, unallowable or ineligible costs made to the Performing Agency, or if any required financial status report(s) is not submitted by the due date(s); or,
 - ii. require Performing Agency to promptly refund or credit - within thirty (30) calendar days of written notice - any funds erroneously paid by System Agency which are not expressly authorized under the Contract.
- B. "Overpayments," as used in this Section, include payments:
- i. made by the System Agency that exceed the maximum allowable rates;
 - ii. that are not allowed under applicable laws, rules, or regulations; or,
 - iii. that are otherwise inconsistent with this Contract, including any unapproved expenditures. Performing Agency understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Performing Agency further understands and agrees that reimbursement of such disallowed costs shall be paid by Performing Agency from funds which were not provided or otherwise made available to Performing Agency under this Contract.

ARTICLE IV. WARRANTY, AFFIRMATIONS, ASSURANCES, AND CERTIFICATIONS

4.1 WARRANTY

Performing Agency warrants that all Work under this Contract shall be completed in a manner consistent with standards under the terms of this Contract, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Contract; and all Deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Performing Agency has failed to complete Work timely or to perform satisfactorily under conditions required by this Contract, the System Agency may require Performing Agency, at its sole expense, to:

- i. Repair or replace all defective or damaged Work;
- ii. Refund any payment Performing Agency received from System Agency for all defective or damaged Work and, in conjunction therewith, require Performing Agency to accept the return of such Work; and,
- iii. Take necessary action to ensure that Performing Agency's future performance and Work conform to the Contract requirements.

4.2 GENERAL AFFIRMATIONS

Performing Agency certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the General Affirmations and that Performing Agency is in compliance with all requirements.

4.3 FEDERAL ASSURANCES

Performing Agency certifies that, to the extent federal assurances are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal assurances and that Performing Agency is in compliance with all requirements.

4.4 FEDERAL CERTIFICATIONS

Performing Agency certifies that, to the extent federal certifications are incorporated into the Contract under the Signature Document, the Performing Agency has reviewed the federal certifications and that Performing Agency is in compliance with all requirements. In addition, Performing Agency certifies that it is and shall remain in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Contract.

ARTICLE V. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Performing Agency and Performing Agency's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Performing Agency hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Performing Agency agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Performing Agency has any rights in and to the Work Product that cannot be assigned to System Agency, Performing Agency hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.
- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Performing Agency. Performing Agency shall provide System Agency access during normal business hours to all Vendor materials, premises, and computer files containing the Work Product.

5.2 PERFORMING AGENCY'S PRE-EXISTING WORKS

- A. To the extent that Performing Agency incorporates into the Work Product any works of Performing Agency that were created by Performing Agency or that Performing Agency acquired rights in prior to the Effective Date of this Contract ("**Incorporated Pre-existing Works**"), Performing Agency retains ownership of such Incorporated Pre-existing Works.
- B. Performing Agency hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Performing Agency represents, warrants, and covenants to System Agency that Performing Agency has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

5.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Performing Agency, Performing Agency hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business purposes only,
 - i. to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and
 - ii. to authorize others to do any or all of the foregoing.
- B. Performing Agency shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Performing Agency shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Performing Agency shall provide System Agency all supporting documentation demonstrating Performing Agency's compliance with this **Section 5.3**, including without limitation documentation indicating a third party's written approval for Performing Agency to use any Third Party IP that may be incorporated in the Work Product.

5.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Performing Agency shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Performing Agency's compliance with Performing Agency's obligations under this **Article V**.

5.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Contract or upon System Agency's request, Performing Agency shall deliver to System Agency all completed, or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Performing Agency's failure to timely deliver such Work Product is a material breach of the Contract. Performing Agency will not retain any copies of the Work Product or any documentation or other products or results of Performing Agency's activities under the Contract without the prior written consent of System Agency.

5.6 SURVIVAL

The provisions and obligations of this **Article V** survive any termination or expiration of the Contract.

5.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Performing Agency by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Performing Agency in the course of providing data processing services in connection with Performing Agency's performance hereunder (the "**System Agency Data**"), is owned solely by System Agency.
- B. Performing Agency has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Performing Agency to fulfill its obligations under the Contract or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Performing Agency is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Performing Agency shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Performing Agency's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Performing Agency's performance of its obligations hereunder.

ARTICLE VI. PROPERTY

6.1 USE OF STATE PROPERTY

- A. Performing Agency is prohibited from using State Property for any purpose other than performing Services authorized under the Contract.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (*e.g.*, laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Performing Agency shall not remove State Property from the continental United States. In addition, Performing Agency may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Performing Agency shall not perform any maintenance services on State Property unless the Contract expressly authorizes such Services.
- E. During the time that State Property is in the possession of Performing Agency, Performing Agency shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and

- ii. all charges attributable to Performing Agency's use of State Property that exceeds the Contract scope. Performing Agency shall fully reimburse such charges to System Agency within ten (10) calendar days of Performing Agency's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Contract shall constitute breach of contract and may result in termination of the Contract and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

6.2 DAMAGE TO GOVERNMENT PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Performing Agency or Performing Agency's employees, agents, Subcontractors, and suppliers, Performing Agency shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Performing Agency shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Performing Agency shall reimburse System Agency and the State of Texas for such property damage within 10 calendar days after Performing Agency's receipt of System Agency's notice of amount due.

6.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Contract is terminated for any reason, or upon its expiration State Property remains the property of the System Agency and must be returned to the System Agency by the end date of the Contract or upon System Agency's request.

ARTICLE VII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

7.1 RECORD MAINTENANCE AND RETENTION

- A. Performing Agency shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.
- B. Performing Agency shall maintain and retain legible copies of this Contract and all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Performing Agency for a minimum of seven (7) years after the Contract expiration date or seven (7) years after the completion of all audit, claim, litigation, or dispute matters involving the Contract are resolved, whichever is later.

7.2 AGENCY'S RIGHT TO AUDIT

- A. Performing Agency shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Performing Agency pertaining to the Contract for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.

- B. In addition to any right of access arising by operation of law, Performing Agency and any of Performing Agency's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.
- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Performing Agency shall produce original documents related to this Contract.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Performing Agency shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Performing Agency must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the Services and Deliverables provided. Any such correction will be at Performing Agency's or its Subcontractor's sole expense. Whether Performing Agency's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the Services, Performing Agency must provide to System Agency upon request a copy of those portions of Performing Agency's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.4 STATE AUDITOR'S RIGHT TO AUDIT

- A. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- B. The Performing Agency shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

7.5 CONFIDENTIALITY

Performing Agency shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency Data, System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Contract. The obligations of Performing Agency under this section will survive termination or expiration of this Contract. This requirement must be included in all subcontracts awarded by Performing Agency.

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

To ensure Performing Agency's full performance of the Contract and compliance with applicable law, the System Agency reserves the right to hold Performing Agency accountable for breach of contract or substandard performance and may take remedial or corrective actions, including, but not limited to:

- i. suspending all or part of the Contract;
- ii. requiring the Performing Agency to take specific actions in order to remain in compliance with the Contract;
- iii. recouping payments made by the System Agency to the Performing Agency found to be in error;
- iv. suspending, limiting, or placing conditions on the Performing Agency's continued performance of Work; or
- v. imposing any other remedies, sanctions, or penalties authorized under this Contract or permitted by federal or state law.

8.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Contract, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

8.3 TERMINATION FOR CAUSE

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, in its sole discretion, that Performing Agency has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Performing Agency's duties under the Contract. Performing Agency's misrepresentation in any aspect of Performing Agency's Solicitation Response, if any, or Performing Agency's addition to the System for Award Management (SAM) will also constitute a material breach of the Contract.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Performing Agency no longer maintains the financial viability required to complete the Work, or otherwise fully perform its responsibilities under the Contract.

8.4 PERFORMING AGENCY RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Contract for cause, the Performing Agency shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Performing Agency. These costs include, but are not limited to, the costs of procuring a substitute vendor and the cost of any claim or litigation attributable to Performing Agency's failure to perform any Work in accordance with the terms of the Contract.

ARTICLE IX. GENERAL PROVISIONS

9.1 AMENDMENT

The Contract may only be amended by an Amendment executed by both Parties.

9.2 INSURANCE

- A. Unless otherwise specified in this Contract, Performing Agency shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Performing Agency shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Performing Agency shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Performing Agency must produce renewal certificates for each type of coverage.
- B. These and all other insurance requirements under the Contract apply to both Performing Agency and its Subcontractors, if any. Performing Agency is responsible for ensuring its Subcontractors' compliance with all requirements.

9.3 LIMITATION ON AUTHORITY

- A. The authority granted to Performing Agency by the System Agency is limited to the terms of the Contract.
- B. Performing Agency shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Contract; no other authority, power, or use is granted or implied. Performing Agency may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.

- C. Performing Agency may not rely upon implied authority and is not granted authority under the Contract to:
- i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the System Agency regarding System Agency programs or the Contract. However, upon System Agency request and with reasonable notice from System Agency to the Performing Agency, the Performing Agency shall assist the System Agency in communications and negotiations regarding the Work under the Contract with state and federal governments.

9.4 LEGAL OBLIGATIONS

Performing Agency shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Performing Agency shall be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

9.5 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Performing Agency shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. System Agency reserves the right, in its sole discretion, to unilaterally amend the Contract to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

9.6 E-VERIFY PROGRAM

Performing Agency certifies that for Contracts for Services, Performing Agency shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of:

- i. all persons employed by Performing Agency to perform duties within Texas; and
- ii. all persons, including subcontractors, assigned by the Performing Agency to perform Work pursuant to the Contract within the United States of America.

9.7 PERMITTING AND LICENSURE

At Performing Agency's sole expense, Performing Agency shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Performing Agency to provide the goods or Services required by this Contract. Performing Agency shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Performing Agency shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Contract.

9.8 SUBCONTRACTORS

Performing Agency may not subcontract any or all of the Work and/or obligations under the Contract without prior written approval of the System Agency. Subcontracts, if any, entered into by the Performing Agency shall be in writing and be subject to the requirements of the Contract. Should Performing Agency subcontract any of the services required in the Contract, Performing Agency expressly understands and acknowledges that in entering into such Subcontract(s), System Agency is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve Performing Agency of the responsibility for ensuring that the services performed under all Subcontracts are rendered in compliance with the Contract.

9.9 INDEPENDENT PERFORMING AGENCY

Performing Agency and Performing Agency's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent Performing Agencies in providing the services under the Contract. Neither Performing Agency nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. Performing Agency shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Contract shall not create any joint venture, partnership, agency, or employment relationship between Performing Agency and System Agency.

9.10 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

9.11 SEVERABILITY

If any provision of the Contract is held to be illegal, invalid or unenforceable by a court of law or equity, such construction will not affect the legality, validity or enforceability of any other provision or provisions of this Contract. It is the intent and agreement of the Parties this Contract shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Contract will continue in full force and effect.

9.12 SURVIVABILITY

Expiration or termination of the Contract for any reason does not release Performing Agency from any liability or obligation set forth in the Contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

9.13 FORCE MAJEURE

Neither Performing Agency nor System Agency shall be liable to the other for any delay in, or failure of performance of, any requirement included in the Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

9.14 DISPUTE RESOLUTION

- A. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Contract. If the Performing Agency's claim for breach of contract cannot be resolved informally with the System Agency, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Performing Agency shall submit written notice, as required by Chapter 2260, to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under §2260.051 of the Texas Government Code. Compliance by the Performing Agency with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- B. The contested case process provided in Chapter 2260 is the Performing Agency's sole and exclusive process for seeking a remedy for an alleged breach of contract by the System Agency if the Parties are unable to resolve their disputes as described above.
- C. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by the System Agency, the Performing Agency shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending. However, the Performing Agency may suspend performance during the pendency of such claim or dispute if the Performing Agency has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

9.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Performing Agency which is in violation or breach of the terms of the Contract shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

9.16 MEDIA RELEASES

- A. Performing Agency shall not use System Agency's name, logo, or other likeness in any press release, marketing material, or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Performing Agency is not authorized to make or participate in any media releases or public announcements pertaining to this Contract or the Services to which they relate without

System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.

- B. Performing Agency may publish, at its sole expense, results of Performing Agency performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.17 NO MARKETING ACTIVITIES

Performing Agency is prohibited from using the Work for any Performing Agency or third-party marketing, advertising, or promotional activities, without the prior written consent of System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Performing Agency's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Performing Agency as part of the Work.

9.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Performing Agency shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.19 SOVEREIGN IMMUNITY

Nothing in the Contract shall be construed as a waiver of the System Agency's or the State's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Contract or by its conduct prior to or subsequent to entering into the Contract.

9.20 ENTIRE CONTRACT AND MODIFICATION

This Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible.

9.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.22 CIVIL RIGHTS

- A. Performing Agency shall comply with all applicable state and federal anti-discrimination laws, including:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, *et seq.*);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §6101, *et seq.*);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §1681, *et seq.*);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011, *et seq.*); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- B. Performing Agency shall comply with all amendments to these laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any service or other benefit provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Performing Agency shall comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a Performing Agency from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Civil rights laws require Performing Agency's to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Performing Agency shall take reasonable steps to provide services and information, both orally and in writing and electronically, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- Performing Agency shall post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- D. Performing Agency shall comply with Section 504 of the Rehabilitation Act of 1973 and its implementing regulations at 28 CFR Subpart G § 42.503, and Americans with Disabilities Act of 1990 and its implementing regulations at 28 CFR Subpart B §35.130 which includes requiring Performing Agency to make reasonable modifications in policies, practices, or procedures when the modifications are necessary to avoid discrimination on the basis of disability, unless the Performing Agency can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity.
- E. Performing Agency shall comply with federal regulations regarding equal treatment for faith-based organizations under 45 C.F.R. Part 87 or 7 C.F.R. Part 16, as applicable. Performing Agency shall not discriminate against clients or prospective clients on the basis of religion or religious belief, and shall provide written notice to beneficiaries of their rights.
- F. Upon request, Performing Agency shall provide the HHSC Civil Rights Office with copies of the Performing Agency's civil rights policies and procedures.
- G. Performing Agency must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Contract. This notice must be delivered no

more than ten (10) calendar days after receipt of a complaint. This notice must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

9.23 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Performing Agency shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

9.24 DISCLOSURE OF LITIGATION

- A. The Performing Agency must disclose in writing to the contract manager assigned to this Contract any material civil or criminal litigation or indictment either threatened or pending involving the Performing Agency. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Performing Agency must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Contract or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with any litigation threatened or pending that may result in a substantial change in the Performing Agency's financial condition.
- B. This is a continuing disclosure requirement; any litigation commencing after Contract Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

9.25 NO THIRD-PARTY BENEFICIARIES

The Contract is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Contract as a third-party beneficiary or otherwise.

9.26 BINDING EFFECT

The Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

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HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR”).

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. **45 CFR 164.504(e)(1)-(3)**. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

- (A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources or offered under Texas Government Code Sec. 2054.519(f).

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply

with all applicable laws, rules and regulations. *45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).*

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. *45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.*

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.524 and 164.504(e)(2)(ii)(E).*

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. *45 CFR 164.504(e)(2)(ii)(E) and (F).*

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. *45 CFR 164.504(e)(2)(ii)(G) and 164.528.*

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. *45 CFR 164.504(e)(2).*

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. *45 CFR 164.308; 164.530(c); 1 TAC 202.*

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's

legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A).**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B).**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;

- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

"Statement of Work" means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violated is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHSC reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be

enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

HEALTH AND HUMAN SERVICES
Contract Number HHS001075300001
EXHIBIT/ATTACHMENT G. CONTRACT AFFIRMATIONS

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). System Agency refers to HHSC, DSHS, or both, that will be a party to this Contract. These Contract Affirmations apply to all Contractors regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. **Complete and Accurate Information**

Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.

3. **Public Information Act**

Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. **Contracting Information Requirements**

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from System Agency. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of System Agency's notice of assignment, pledge, or transfer, Contractor shall cooperate with System Agency in giving effect to such assignment, pledge, or transfer, at no cost to System Agency or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from HHS' terms and conditions, if any, are rejected unless expressly accepted by System Agency in writing.

7. HHS Right to Use

Contractor agrees that HHS has the right to use, produce, and distribute copies of and to disclose to HHS employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as HHS deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of System Agency.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this

Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate.

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.'

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation).

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of System Agency, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if Contractor or Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to System Agency under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to System Agency. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by System Agency as a potential conflict. System Agency reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by System Agency's decision.

28. Fraud, Waste, and Abuse

Contractor understands that HHS does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and System Agency policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General
Attn: Fraud Hotline
MC 1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Contract Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to System Agency a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to System Agency's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify System Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update System Agency shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised System Agency in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the contract, Contractor shall promptly notify System Agency.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of:

1. all persons employed by Contractor to perform duties within Texas; and
2. all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract within the United States of America.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, System Agency or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:
1. Name of individual(s) (Contractor or employee(s));
 2. Status;
 3. The nature of the previous employment with HHSC or the other State of Texas agency;
 4. The date the employment was terminated and the reason for the termination; and
 5. The annual rate of compensation for the employment at the time of its termination.
- B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by System Agency or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX, Section 6.25 of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program; or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program. The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX, Section 6.25.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 of the Texas Government Code, except as exempted under that Chapter, HHSC cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 2272 of the Texas Government Code.

39. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract or funding pursuant to 2 CFR 200.216.

40. COVID-19 Vaccine Passports

Contractor represents and warrants that it is in compliance with Section 161.0085(c) of the Texas Health and Safety Code and eligible, pursuant to that section, to receive a grant or enter into a contract payable with state funds.

41. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

42. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

43. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

44. Drug-Free Workplace

Contractor represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §701 et seq.) and maintain a drug-free work environment.

45. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

46. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

47. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Signature Page Follows

Authorized representative on behalf of Contractor must complete and sign the following:

Legal Name of Contractor

Assumed Business Name of Contractor, if applicable (d/b/a or ‘doing business as’)

Texas County(s) for Assumed Business Name (d/b/a or ‘doing business as’)
Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Date Signed

Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name

Title of Authorized Representative

Physical Street Address

City, State, Zip Code

Mailing Address, if different

City, State, Zip Code

Phone Number

Fax Number

Email Address

DUNS Number

Federal Employer Identification Number

Texas Payee ID No. – 11 digits

Texas Franchise Tax Number

Texas Secretary of State Filing Number

Certificate Of Completion

Envelope Id: 0BC4D968817341709F92738CA1110DEC

Status: Sent

Subject: HHS001075300001, City of Garland Health Department, Base Contract

Source Envelope:

Document Pages: 62

Signatures: 0

Certificate Pages: 6

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.85.9

Record Tracking

Status: Original

8/2/2021 11:54:53 AM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

Signer Events**Signature****Timestamp**

Diana Beeler

dbeeler@garlandtx.gov

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)

Sent: 8/4/2021 11:01:52 AM

Viewed: 8/4/2021 11:21:23 AM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2021 11:21:23 AM

ID: 53823d62-43dc-4c0e-b17d-15911eb40ed0

Diana Beeler

dbeeler@garlandtx.gov

Public Health Manager

City of Garland Health Department

Security Level: Email, Account Authentication
(None)

Sent: 8/2/2021 12:03:33 PM

Electronic Record and Signature Disclosure:

Accepted: 8/4/2021 11:21:23 AM

ID: 53823d62-43dc-4c0e-b17d-15911eb40ed0

Helen Whittington

helen.whittington@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 7/30/2021 2:59:21 PM

ID: 9a50a71a-8ec2-438f-a748-369d41aeb51

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/4/2021 7:18:32 AM

ID: 3e551597-07bf-4af4-9c03-fe75ae8f8a2d

Dave Gruber

Dave.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Amanda Hudson Amanda.Hudson@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kirk Cole Kirk.Cole@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/16/2021 10:23:16 AM ID: e8bc5df6-0571-4761-8d83-af9fe1c7214a		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Joel Wilson jwilson@garlandtx.gov Joel Wilson Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jennifer Boggs Jennifer.Boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 8/4/2021 11:01:52 AM
COPIED		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2021 12:03:33 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between the DALLAS COUNTY HOSPITAL DISTRICT d/b/a PARKLAND HEALTH & HOSPITAL SYSTEM, a political subdivision of the State of Texas, located in Dallas County, Texas, ("PARKLAND") and the CITY OF GARLAND, TEXAS, a home rule municipality, located in Dallas County, Texas ("CITY") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Interlocal Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, PARKLAND and the CITY are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have entered into this Agreement by action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, PARKLAND provides biomedical on-line supervision pre-hospital emergency medical control services known as the BioTel/EMS System, which is staffed by physicians, paramedics, registered nurses, licensed social workers and clerical staff, and was created on July 1, 1980, to provide medical control for paramedics in the field via radio and telemetered patient data; and

WHEREAS, PARKLAND is a participant in Social Services designed to assist local public safety departments to focus more on acute public safety and emergency medical response rather than emergency mental health service delivery or social service resource connection for routine low acuity or primary care services; and

WHEREAS, the CITY and PARKLAND wish to develop a coordinated approach to persons experiencing behavioral and physical health resource connection and case management needs in their region; and

WHEREAS, PARKLAND desires to contract with the CITY and the CITY desires to purchase from PARKLAND the BioTel/EMS System social work support for public safety services; and

WHEREAS, both PARKLAND and the CITY represent to one another that each respective party has the authority to enter into this Agreement and perform the obligations and duties stated herein; and

NOW THEREFORE, PARKLAND and the CITY hereby enter into this Interlocal Agreement in consideration of the aforementioned recitals, and for the mutual considerations stated herein:

I.
DESCRIPTION OF SERVICES

1.01 For the consideration hereinafter agreed to be paid to PARKLAND by the CITY, PARKLAND shall provide licensed master social work (LMSW) (1.0 FTE) services for the CITY's health department hereinafter called the "Services."

1.02 The Services are to be performed according to acceptable standard professional practices and to conform to the Scope of Services attached hereto as Exhibit A.

II.
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996
(HIPAA)

2.01 The term Protected Health Information (hereinafter "PHI") shall have the same meaning as set forth in 45 C.F.R. 160.103. Except as is permitted by applicable law and to satisfy the requirements of this Agreement, PARKLAND agrees that it will not use or disclose PHI it obtains from the CITY for any purpose. However, the Parties agree that PARKLAND will receive PHI from the CITY for treatment purposes as described in this Agreement and that such PHI will no longer be considered the CITY's PHI once it has been received by PARKLAND for these treatment purposes. Any PHI the CITY provides PARKLAND for treatment purposes shall thereafter belong to PARKLAND.

2.02 As this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the administrative regulations and/or guidance which have issued or may in the future be issued pursuant to HIPAA, including but not limited to the Department of Health and Human Services regulations on privacy and security, and Texas state laws pertaining to medical privacy (collectively, "Privacy Laws"), the Parties agree to comply with all Privacy Laws that are applicable to this Agreement and to execute the Business Associate Addendum attached to this Agreement.

III.
COORDINATION

3.01 All Services under this Agreement shall be coordinated under and performed in accordance with the Agreement and the Scope of Services to the reasonable satisfaction of the Director of Health of the CITY, or his/her designated representative, hereinafter called "Director." The Director shall have authority to approve payment for Services that have been properly provided in accordance with the terms of this Agreement. If at any time PARKLAND fails to properly furnish all or a portion of the Services called for by this Agreement, the CITY is authorized to withhold payment of funds associated with the Services not properly performed hereunder until any deficiency has been, if possible, cured. It is further agreed between PARKLAND and the CITY that should any dispute or questions arise respecting the reasonableness of the withheld amount of payment attributable to PARKLAND's failure to fully perform, the Parties agree to meet and make a good faith effort to resolve the dispute. Prior to

the CITY withholding any payment pursuant to this provision, the CITY must provide PARKLAND with notice of any deficiencies and provide PARKLAND ten (10) business days to remedy any deficiencies. The CITY will release any withheld funds associated with the Services not properly performed once the deficiencies are remedied.

IV. TERM

4.01 The initial term of this Agreement shall commence on October 1, 2021, and terminate on September 30, 2022, unless sooner terminated in accordance with the provisions of this Agreement. The Parties may renew the Agreement for successive twenty-four (24) month periods upon the same terms and conditions as set forth in this Agreement by jointly executing written notice of the intent to renew. The Parties shall indicate in the written renewal agreement the agreed-upon amount of consideration for that particular renewal period.

V. PAYMENT

5.01 The Agreement's initial term is one (1) year. Total payments by the CITY during the Agreement's initial term shall be One hundred twenty-one thousand seven hundred forty-seven dollars (\$121,747). The initial Payment shall be made upon execution of this Agreement.

5.02 Upon renewal, CITY shall pay PARKLAND the mutually agreed upon renewal fee within sixty (60) days of both parties' executing the notice of intent to renew.

VI. INDEPENDENT CONTRACTOR

6.01 PARKLAND's status and the status of all social workers performing work related to this Agreement shall be that of an Independent Contractor and not any of the following: an agent; servant; employee; member of CITY's workforce; or representative of the CITY in the performance of these Services. No term or provision of this Agreement or act of PARKLAND or the CITY under this Agreement shall be construed as changing that status.

VII. INDEMNIFICATION

7.01 PARKLAND, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless the CITY and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of PARKLAND's conduct of any activity or operation in connection with PARKLAND's use of the BioTel/EMS System. To the extent permitted by law, PARKLAND shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against the CITY, or any of its officers, agents or employees as a result of such injury or damage.

7.02 The CITY shall give PARKLAND prompt notice of any matter covered by Section 7.01 above, and shall forward to PARKLAND every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.01 above.

7.03 PARKLAND shall not be obligated to indemnify, defend or hold harmless the CITY or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of the CITY, its officers, agents or employees. In the event of joint and concurrent negligence of PARKLAND and the CITY, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.04 The CITY, to the extent permitted by the laws of the State of Texas, shall indemnify, defend and hold harmless PARKLAND and all of its officers, agents and employees from any suits, actions or claims whatsoever that might arise on account of any injury or damage received or sustained by any person or property as a result of the CITY's conduct of any activity or operation in connection with the CITY's use of the BioTel/EMS System. To the extent permitted by law, the CITY shall pay any judgment, together with costs, including but not limited to litigation expenses and reasonable attorney's fees, which may be obtained against PARKLAND, or any of its officers, agents or employees as a result of such injury or damage.

7.05 PARKLAND shall give the CITY prompt notice of any matter covered by Subsection VII.4 above, and shall promptly forward to the CITY every demand, notice, summons, or process received in any claim or legal proceeding covered by Section 7.04 above.

7.06 The CITY shall not be obligated to indemnify, defend or hold harmless PARKLAND or any of its officers, agents, or employees when the injury or damage to a person or property is caused by the negligence of PARKLAND, its officers, agents or employees. In the event of joint and concurrent negligence of the CITY and PARKLAND, responsibility and indemnity, if any, shall be apportioned in accordance with the laws of the State of Texas.

7.07 No part of this Agreement shall be interpreted to constitute a waiver of any defense of the Parties available to the CITY and PARKLAND under Texas law and the immunities or limits of liability granted to PARKLAND or the CITY under the Texas Torts Claim Act or elsewhere in Texas law.

7.08 The provisions of this section are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

VIII. TERMINATION

8.01 The CITY may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to PARKLAND, with the understanding that all Services being terminated shall cease upon the date specified in such notice. The CITY shall compensate PARKLAND in accordance with the terms of this Agreement for the Services properly performed prior to the

date specified in such notice, following inspection and acceptance of same by the CITY's Director. PARKLAND shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

8.02 PARKLAND may, at its option and without prejudice to any other remedy it may be entitled at law or in equity, or elsewhere under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least one hundred eighty (180) days prior written notice thereof to the CITY, with the understanding that all Services being terminated shall cease upon the date specified in such notice.

IX. NOTICES

9.01 All notices, communications and reports under this Agreement shall be mailed or delivered to the respective Parties as follows:

To: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: EVP & Chief Nursing Officer

With copy to: Dallas County Hospital District
d/b/a Parkland Health & Hospital System
5200 Harry Hines Blvd.
Dallas, Texas 75235
Attention: General Counsel, Legal Affairs

To: The City of Garland, Texas
1720 Commerce St.
Garland, Texas 75040
Attention: Health Administrator, Health Department

X. MISCELLANEOUS

9.01 This Agreement is entered into subject to the Charter and ordinances of the CITY, as amended, and applicable Texas State and Federal laws. The provisions of this Agreement shall be construed in accordance with the laws and court decisions of the State of Texas; and exclusive venue for any litigation that may be filed by either party hereto in connection with this Agreement shall be in Dallas County, Texas.

9.02 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be

considered as if such invalid, illegal or unenforceable provision has never been contained in this Agreement.

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

9.04 This Agreement can be revised at any time by mutual consent of the Parties and shall be revised by written amendment(s) to this Agreement and signed by both Parties. No oral modifications can be made to this Agreement.

9.05 The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

9.06 This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters in this Agreement.

9.07 **Right to Audit.** PARKLAND shall keep true, complete, and accurate books and records of all costs for which it seeks reimbursement from the City under this Agreement. The City shall have the right, upon reasonable notice and during business hours, to audit those books and records and to obtain copies of those books and records at the expense of the City.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: 
Richard Humphrey (Aug 27, 2021 09:17 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Scope of Services for Public Safety Licensed Master Social Work Services

1. Background

The Garland Health Department Social Worker program provides a holistic approach to the mental and physical health needs of the citizens of Garland eight (8) hours per day Monday through Friday. The team is comprised of distinct but integrated components including license master level social worker (LMSW) or a license clinical social worker (LCSW). The primary role of the social worker is to provide a coordinated approach to persons struggling to appropriately and effectively access mental, physical and behavioral health care services. Citizens can be identified through 911 use or persons referred by community stake holders or public safety officers. Garland citizens can also be identified through the Parkland Health and Hospital System Community Oriented Primary Care, Parkland Acute Response Clinic, Parkland Emergency Department or acute hospital admission. Engagement with the Garland Health Department Social Worker will be limited to the citizens of the city of Garland. Expansion of the services of the Garland Health Department Social Worker program to residence outside of Garland city limits is up to the discretion of both Garland Health Department leadership and BioTel leadership. The Garland Health Department and Social Worker program will assist with resource connection and for all referred citizens, but in the event that a referral comes from outside of Dallas County, connection to the Parkland Health and Hospital system may be limited.

The overarching goal of the Garland Health Department Social Worker program is the improvement of citizen's overall health and well-being, the decrease in over-utilization of scarce EMS and law enforcement resources for lower acuity, non-medical or criminal justice needs, the connection of citizens to the appropriate level of physical health and psychiatric care and the maintenance of their overall wellbeing through the coordination and connection to ongoing service providers. By utilizing a partnership between an LMSW and emergency medical services, the Garland Health Department Social Worker program increases the ability of law enforcement and EMS to focus on providing acute medical services and addressing community safety needs while providing an avenue for first responders to refer citizens for more intensive evaluation and service coordination. The Garland Health Department Social Worker program will ensure continuity of care following intervention in the community, hospital transport or emergency detention, and provide prevention and intervention services. The Garland Health Department Social Worker program is a referral based, follow up, and homeless outreach program and is not intended to serve as a primary response team to emergency 911 calls for behavioral health, mental health or emergency medical services.

2. Staffing

- A. 1 full time (1.0 FTE) Licensed Master Level Social Worker (LMSW) employed by Parkland will provide coverage Monday through Friday from 8:00 AM- 4:30 PM to the Garland Health Department.
 - i. If additional hours of coverage are needed then the option of PRN BioTel LMSW can be utilized if available at an additional cost per hour at the Parkland overtime rate.
- B. Any changes to the schedule will need to be discussed and agreed upon with BioTel leadership team.

3. Roles and Responsibilities

- A. The LMSW primary role is the identification and connection to community resources. They are uniquely suited to assess citizens for biopsychosocial needs and coordinate efforts to gain scheduled routine access to care and decrease the dependence on 911 for those services.
- B. The LMSW is responsible for assessment of citizens with mental, behavioral or physical health needs, recommendation of appropriate community resources for mitigation and management of those needs.
- C. The LMSW is responsible for maintaining documentation in regards to care plans for identified citizens in the mutually agreed upon care record, Parkland's EPIC EHR system.
- D. The LMSW is also uniquely suited to address issues related to both medical and behavioral health service coordination; social determinants of health, de-escalation and mediation in families and individuals. The LMSW is responsible for knowledge of both medical and behavioral health resources in the community and the ability to successfully connect people with complex needs to those resources.

- E. The LMSW will be directly supervised by BioTel Social Work leadership. Any changes or additions to roles and responsibilities will be discussed and approved through BioTel Leadership chain of command.

4. Additional Services

- A. Periodic meetings, at least quarterly, will be attempted to be scheduled between Garland's Health Administer and Parkland BioTel representatives to assess the program and services provided and recommended improvements.
- B. LMSW can assist with the coordination and development of education related to their area of expertise for City of Garland Public Safety workers. This could include education on working with vulnerable or at-risk populations, mental or behavioral health issues, continuum of care issues, cultural sensitivity or other areas identified by city leadership.

**Business Associate Addendum
to
Interlocal Agreement**

This Business Associate Addendum to the Interlocal Agreement (the "Addendum") is entered into by and between the City of Garland, Texas, a home rule municipality ("Business Associate") and the Dallas County Hospital District d/b/a Parkland Health & Hospital System, ("Covered Entity").

RECITALS

This Addendum is made and entered into contemporaneously with the Interlocal Agreement by and between Business Associate and Covered Entity for the provision of public safety LCSW services (the "Services").

Under the Interlocal Agreement (the "Agreement"), Business Associate may perform or assist in performing a function or activity on behalf of Covered Entity that involves the Use and/or Disclosure of Protected Health Information (as defined in 45 C.F.R. 160.103 and as may be amended from time to time ("PHI")).

The Parties desire that the Agreement to include certain requirements regarding the Use and/or Disclosure of PHI as required by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); any and all regulations promulgated thereunder including the standards for privacy of individually identifiable health information at 45 C.F.R. Parts 160 and 164 ("Privacy Rule") and the standards for the security of electronic protected health information at 45 C.F.R. Parts 160, 162, and 164 ("Security Rule") (collectively, the Privacy Rule and the Security Rule are referred to herein as the "HIPAA Rules"); any applicable state law or regulation; and the Health Information Technology for Economic and Clinical Health Act ("HITECH") provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA").

NOW, THEREFORE, for and in consideration of the representations, warranties and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **Terms Used.** Terms used, but not otherwise defined, in this Addendum, shall have the same meaning as those terms in the HIPAA Rules.
2. **Permitted Uses and Disclosures of PHI.** Except as otherwise limited in the Agreement or this Addendum, Business Associate may Use and/or Disclose PHI to perform the functions, activities, or services for or on behalf of Covered Entity as specified in the Agreement provided that such Use and/or Disclosure would not violate the HIPAA Rules if done by Covered Entity. All other Uses or Disclosures not authorized by the Agreement or this Addendum are prohibited.

3. Business Associate agrees to:

3.1. Not Use and/or Disclose PHI other than as permitted or required by the Agreement or this Addendum or as Required By Law.

3.2. Use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI and to implement and use appropriate safeguards to reasonably and appropriately protect the confidentiality, integrity and availability of PHI and to prevent the Use and/or Disclosure of PHI other than as provided for by the Agreement or this Addendum.

3.3. Report to Covered Entity, through its Privacy Officer, any Use or Disclosure of PHI not provided for by the Agreement or this Addendum within three (3) business days of discovering the unauthorized Use or Disclosure. Additionally, within three (3) business days of discovery, Business Associate agrees to report any potential Breach of unsecured PHI as that term is defined in 45 CFR 164.402 and any successful Security Incident as that term is defined in 45 CFR 164.304. Unsuccessful Security Incidents shall be reported to Covered Entity only upon request. Business Associate shall permit Covered Entity to investigate any report submitted pursuant to this provision and shall allow Covered Entity to examine Business Associate's premises, records, and practices. In the event Covered Entity is required to provide notice to Individuals impacted by a Breach caused by Business Associate or its subcontractors and agents, Business Associate shall reimburse Covered Entity for the reasonable costs relating to the provision of such notice.

3.4. Ensure that all subcontractors and agents to whom it provides PHI received from, or created or received by, Business Associate on behalf of Covered Entity sign a business associate agreement meeting the requirements of 45 CFR 164.504 and agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate pursuant to this Addendum. This shall include, without limitation, ensuring that agents and subcontractors implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI created, received, maintained, stored, or transmitted on behalf of Covered Entity. Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of its subcontractors and agents as if the acts, failures or omissions were Business Associate's own acts, failures or omissions.

3.5. Provide access (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set in order to meet the requirements under 45 C.F.R. 164.524. In the event an Individual submits a request for access directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity through its Privacy Officer. Business Associate is not required to provide access to PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.6. Make any amendment(s) (at the request of, and in a reasonable time and manner designated by, Covered Entity) to PHI in a Designated Record Set that Covered Entity directs pursuant to 45 C.F.R. 164.526. In the event an Individual submits a request for amendment directly to Business Associate, Business Associate shall promptly forward the request to Covered Entity

through its Privacy Officer. Business Associate is not required to amend PHI if it does not maintain a Designated Record Set on behalf of Covered Entity.

3.7. Make internal practices, books, and records relating to the Use and Disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity available to the Secretary of the Department of Health and Human Services or his/her designee (the "Secretary"), in a reasonable time and manner as designated by the Secretary, for the purposes of determining compliance with the Privacy Rule and this Addendum. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI provided by or created by Covered Entity and shall provide Covered Entity with copies of any information Business Associate has made available under this provision. Notwithstanding the foregoing, no attorney-client, accountant-client, or other legal privilege shall be deemed waived by Business Associate or Covered Entity by virtue of this Addendum.

3.8. Document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 as may be amended from time to time, and incorporating exceptions to such accounting designated under the regulation. Accounting of disclosures shall be in accordance with the policies and procedures of the Covered Entity and shall be made within a reasonable time specified by Covered Entity. The first accounting in any 12 month period requested by an Individual shall be provided without charge; a reasonable charge may be made for subsequent accountings if Business Associate informs the Individual in advance of the fee and the Individual is afforded an opportunity to withdraw or modify the request. In addition, to the extent that Business Associate maintains PHI in an electronic health record, Business Associate agrees to account for all disclosures of electronic PHI upon request of an Individual for a period of at least three (3) years prior to the request (but no earlier than the Effective Date of this Addendum) as required by HITECH. Such accounting shall be directly to the Individual if requested by the Covered Entity.

3.9. Provide to Covered Entity, in a reasonable time and manner designated by Covered Entity, information collected in accordance with Section 3.8. of this Addendum, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528.

3.10. Ensure that all Uses and Disclosures of PHI are subject to the principle of "minimum necessary," i.e., only PHI that is the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request may be Used or Disclosed.

3.11. Mitigate, to the extent practicable, any harmful effect of an unauthorized Use or Disclosure of PHI and any Breach or Security Incident by Business Associate or its subcontractors or agents of which Business Associate becomes aware.

3.12. Provide adequate training to members of its Workforce and to its subcontractors and agents regarding the requirements of the HIPAA Rules, HITECH, and this Addendum.

3.13. Provide Business Associate's policies and procedures for maintaining the confidentiality of records in a Designated Record Set as required by the Privacy Rule and this Addendum to Covered Entity at its request.

3.14. Comply with all applicable federal and state privacy and security requirements.

4. Covered Entity agrees to:

4.1. Provide Business Associate with its notice of privacy practices if a limitation in the notice of privacy practices may affect Business Associate's Use or Disclosure of PHI under the Agreement of this Addendum.

4.2. Provide Business Associate with any changes in, or revocation of, permission by an Individual to the Use and/or Disclosure of PHI, if such changes affect Business Associate's permitted or required Uses and/or Disclosures. Covered Entity will further notify Business Associate of any restriction on the Use and/or Disclosure of PHI agreed to by Covered Entity in accordance with the provisions of 45 CFR 164.522 and any restriction requested by an Individual that Covered Entity is required to comply with in accordance with the provisions of HITECH.

5. Specific Uses and Disclosures Permitted by Business Associate. Except as otherwise limited in the Agreement and this Addendum, Business Associate may:

5.1. Use or Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such Uses and Disclosures are required under state and federal laws, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached..

5.2. Use PHI to provide Data Aggregation services to Covered Entity as permitted by 42 C.F.R. 164.504(e)(2)(i)(B).

6. **LIABILITY LIMITATIONS.** All Parties agree to be responsible for their own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any sovereign immunity, governmental immunity or available defenses available to the Parties under Texas 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. All Parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the Parties, or their employees, agents or officers shall be determined in accordance with comparative responsibility laws of Texas.

7. **Term and Termination.**

7.1. **Term.** This Addendum shall be effective contemporaneously with the Interlocal Agreement and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed

or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with Section 7.3 below.

7.2. Termination for Cause. Covered Entity may immediately terminate the Agreement and this Addendum if Covered Entity determines that Business Associate has breached a material term of this Addendum. Alternatively, the Covered Entity may choose, in its sole discretion, to: (i) provide the Business Associate written notice of the existence of an alleged material breach; and (ii) afford the Business Associate an opportunity to cure said alleged material breach upon mutually agreeable terms. Nonetheless, in the event that mutually agreeable terms cannot be achieved within ten (10) days, Business Associate must cure said breach to the satisfaction of the Covered Entity within thirty (30) days from the date of the original notice. Failure to cure in the manner set forth in this paragraph is grounds for the immediate termination of the underlying Agreement and this Addendum.

7.3. Effect of Termination.

7.3.1. Except as provided in paragraph 7.3.2 of this Section, upon termination of the Agreement or this Addendum, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This Section shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

7.3.2. In the event that Business Associate determines that return or destruction of the PHI is infeasible, Business Associate shall provide in writing to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

8. Rights to Proprietary Information; Injunctive Relief. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate. Business Associate understands and acknowledges that any disclosure or misappropriation of any of PHI in violation of this Addendum will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity.

9. Miscellaneous.

9.1. Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time to comply with the requirements of applicable federal or state laws or regulations governing the Use or Disclosure of Individually Identifiable Health Information.

9.2. **Survival.** The respective rights and obligations of Business Associate under Section 7 of this Addendum shall survive the termination of the Agreement and this Addendum.

9.3. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Parties to comply with HIPAA and HITECH. The provisions of this Addendum shall prevail over any provisions in the underlying Agreement that may conflict or appear inconsistent with any provision in this Addendum.

9.4. **No Third Party Beneficiary.** Nothing in this Addendum is intended, nor shall be deemed, to confer any benefits on any third party.

9.5. **Counterparts; Facsimiles.** This Addendum may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

9.6 **Supercedure.** In the event that any term or provision of any agreement between the Parties conflicts with a term or provision of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their respective duly authorized representatives.

**Dallas County Hospital District d/b/a
Parkland Health & Hospital System**

By: 
Richard Humphrey (Aug 23, 2021 09:37 CDT)

Name: Richard Humphrey

Title: EVP & Chief Financial Officer

Date: Aug 23, 2021

The City of Garland, Texas

By: _____

Name: _____

Title: _____

Date: _____



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: September 13, 2021

Item Title: Emergency Solutions Grant - (CARES Act) - Redistribution of Funding

Submitted By: Mona Woodard, Neighborhood Services Administrator

Strategic Focus Areas: Customer-Focused City Services

ISSUE

The Community Development Department is seeking direction from the City Council to redistribute \$75,000 of Emergency Solutions Grant funding received through the CARES Act (ESG-CV) from the Garland Housing Agency Homeless Prevention Program to the Transcend STEM Homeless Rapid Rehousing Program. Unless otherwise directed by Council, this item will be scheduled for formal approval consideration at the September 21, 2021 Regular Meeting.

OPTIONS

1. Approve the request to redistribute \$75,000 from the Garland Housing Agency to Transcend STEM Program in order to comply with changes made by HUD.
2. Deny the request to redistribute \$75,000 from the Garland Housing Agency to the Transcend STEM Program.

RECOMMENDATION

Staff recommends approving Option 1.

BACKGROUND

Council approved an allocation of \$400,000 in ESG-CV to be administered by the Garland Housing Agency to provide rental assistance to Garland residents in danger of being evicted. The Program spent \$151,192 and was progressing on time until federal regulations changed and the eviction moratoriums were put in place by the Center for Disease Control and Prevention on September 1, 2020. HUD considered ESG-CV rental assistance to be "duplication of benefit" of federal assistance and suspended the rental assistance programs. HUD shifted the focus to providing Rapid Re-housing assistance for clients that are "literally homeless" through the ESG-CV program.

During the December 15, 2020, regular Council meeting, Council approved an allocation of \$65,000 to be provided to Transcend STEM to administer a Rapid Rehousing Rental Assistance program. The Program provided homeless individuals an opportunity to obtain permanent housing. Transcend STEM expended all funding previously allocated in August, 2021 and is requesting an additional \$75,000 to continue to provide housing opportunities for

Garland homeless clients. To date, Transcend STEM is the only nonprofit that received ESG-CV funding from Garland to expend all funding provided.

CONSIDERATION

Congress imposed strict expenditure deadlines for the ESC-CV funding to quickly distribute the funding to persons in need. Important deadlines are approaching on March 31, 2022, and September 30, 2022. HUD requires that on March 31, 2022, 80% of ESG-CV funding be expended, and by September 30, 2022, 100% of all ESG-CV funding be expended. After September 30, 2022, the ESG-CV funding will no longer be available to the City.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. g.

Meeting Date: September 13, 2021
Item Title: 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

The Director of the Bureau of Justice Assistance (BJA) has made funds available to units of local government under the 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) program for the purpose of reducing crime and improving public safety.

The Garland Police Department is eligible to apply to BJA for an estimated direct award of \$55,519.00 under this grant program. However, the Attorney General of the State of Texas has certified Garland as a disparate jurisdiction, thereby requiring us to enter into an agreement to share a portion of these funds with Dallas County. Currently, the agreement is for the City of Garland to share 30%, or approximately \$16,655.70, with Dallas County, which results in an award to the City of Garland in the amount of approximately \$38,863.30. From this amount, there will be a mandated 7% Administration Fee which is to be paid to the City of Dallas as they have designated as the area grant manager for all involved entities. The resulting estimated net award to the City of Garland will be approximately \$36,142.87.

JAG does not require any matching funds or contributions.

OPTIONS

1. Authorize submission of the grant application, which if approved by the federal government will pay an estimated \$36,142.87.
2. Disapprove submission of the grant application.

RECOMMENDATION

Staff recommends that Council approve submission of the application to the Bureau of Justice Assistance. Unless otherwise directed by Council, this item is scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

This will be the fourteenth year that the Garland Police Department has applied for funds under the new JAG program. The Bureau of Justice Assistance (BJA) has replaced the Edward J. Byrne Memorial State (Byrne Formula) and the Local Law Enforcement Block Grant (LLEBG) with the Justice Assistance Grant. The joining of the two grants allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system. The Garland Police Department received the following grant awards from JAG over the past five years.

2016- \$29,586.65

2017- \$31,201.78

2018- \$34,764.70

2019- \$34,799.86

2020- \$31,287.71

CONSIDERATION

Pending negotiations with Dallas County, the Justice Assistance Grant should provide \$36,142.87 in funding. The grant will be for a 48-month period. At the conclusion of that time period, any unallocated funds must be returned to the federal government. Funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose.

Attachments

Resolution JAG 2021

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE SUBMISSION AND ACCEPTANCE OF AN APPLICATION TO THE BUREAU OF JUSTICE ASSISTANCE FOR GRANT UNDER THE 2021 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to submit an application to, and subsequently accept a grant from, the Bureau of Justice Assistance under the 2021 Edward Byrne Memorial Justice Assistance Grant Program, for an estimated net amount of \$36,142.87.

Section 2

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

PASSED AND APPROVED this the 21st day of September, 2021.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. h.

Meeting Date: September 13, 2021
Item Title: O'Banion Parking Restriction Modification
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Vibrant Neighborhoods and Commercial Centers

ISSUE

Loading and unloading 18-wheeler car transports along O'Banion Road near Centerville is creating a sight distance issue. Council is requested to restrict parking along southwest side of O'Banion Road.

RECOMMENDATION

Restrict parking on the south side of O'Banion Road from Centerville Road to Valley Cove Drive at all times to eliminate sight visibility issues created by parked 18-wheelers. This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting.

BACKGROUND

Las Mariposas property managers brought to staff's attention a sight visibility issue related to commercial 18-wheelers parking along O'Banion Road. Ride-N-Drive, a commercial business located at 4106 O'Banion Road, has commercial 18-wheeler trailers impeding the visibility of residents exiting the alley between Valley Park and Arborview Drive. Residents from the townhomes are concerned with safety when exiting alley onto O'Banion Road.

When a commercial 18-wheeler trailer is parked on the southeast side of O'Banion Road, there is a sight visibility issue for residents exiting Las Mariposas Townhomes.

Parking restrictions are already in place along the southwest side of O'Banion Road beginning at Valley Cove Drive.

This request would extend this existing parking restriction to W. Centerville Road.

O'Banion Road is a Type F major collector roadway and one of the primary entrances into this neighborhood. This is a 2 lane roadway on 36 feet of pavement to the back of the curb.

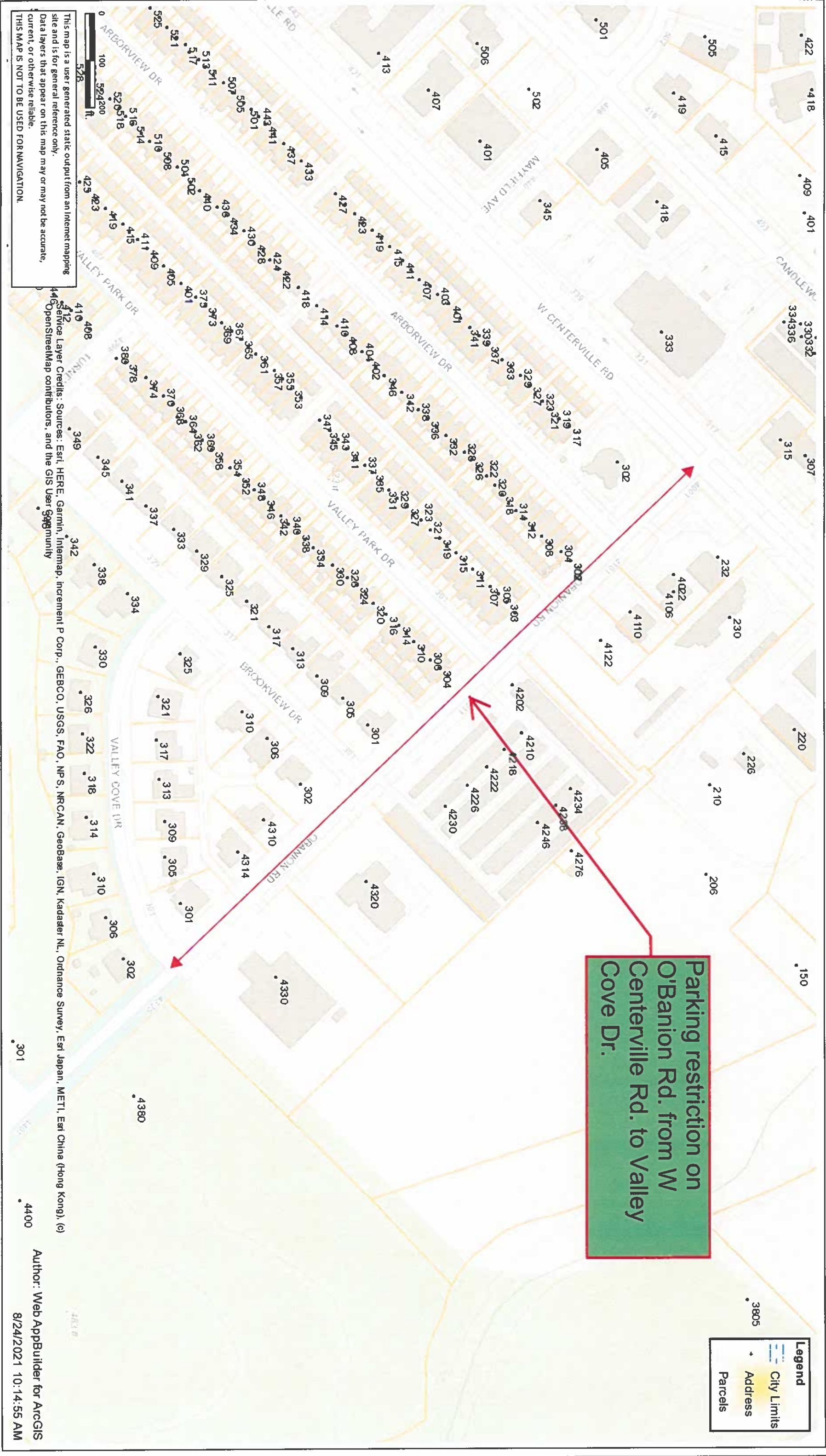
CONSIDERATION

These parking restrictions could force existing parking to seek other undesirable locations.

Attachments

O'Banion Parking Restriction Map

Figure 1 : O'Banion Rd Parking Restriction





GARLAND POLICY REPORT

City Council Work Session Agenda

3. i.

Meeting Date: September 13, 2021
Item Title: Name for New Animal Services Facility
Submitted By: Rick Galceran, Capital Project Management Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Customer-Focused City Services

ISSUE

As part of the 2019 Bond Program, voters approved construction of a new animal services facility. Construction of the facility is underway and Staff is seeking direction from Council on the naming of the facility.

RECOMMENDATION

Staff recommends naming the facility "Garland Animal Shelter & Adoption Center."

BACKGROUND

The current animal services facility is located at 600 Tower Street. A new facility was approved in the May 2019 bond election. The City broke ground in December 2020 on its new animal shelter and adoption center at 1900 State Highway 66. The 23,000-square-foot shelter will incorporate housing for 224 dogs and 140 cats, as well as additional space for exotic animals.

CONSIDERATION

The name of the facility will appear on the exterior building facade, monument signage, etc. Staff is currently exploring options with intentions of naming an area within the facility after Abe J. Tuggle, representing his significant contributions to the organization throughout his career.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. j.

Meeting Date: September 13, 2021
Item Title: 2021 CIP Budget Amendment No. 2
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2021 Capital Improvement Program (CIP) to appropriate \$340,000 for the purchase of two properties located near the intersection of Ridgecrest Drive and Lakemere Drive with the intent to develop a neighborhood park and \$250,000 for construction services for the Highway 66 Left-Turn Lane improvements.

OPTIONS

- A. Approve Capital Improvement Program Budget Amendment No. 2 as proposed for the acquisition of park property and Highway 66 left turn lane improvements.
- B. Do not approve Capital Improvement Program Budget Amendment No. 2.

RECOMMENDATION

Option (A) – Approve Capital Improvement Program Budget Amendment No. 2 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

Neighborhood Park Land Acquisition

On August 16, 2021, the Board of Directors of the Garland Foundation for Development, Inc., approved acquisition of two properties located near the intersection of Ridgecrest Drive and Lakemere Drive to develop a neighborhood park. Staff seeks an amendment to the 2021 CIP, providing for the supplemental appropriation of \$340,000 in the Park Land Acquisition program (2021 CIP Page 67). Of the additional \$340,000, \$300,000 of 2004 Bond funding programmed for 2024 in the Park Land Acquisition program will be made available in 2021. The remaining \$40,000 will be funded with interest earnings.

Highway 66 Left-Turn Lane Improvements

A contract for construction services for the Highway 66 Left-Turn Lane improvements is included on the agenda for the September 14, 2021, Regular Meeting of the Garland City

Council. Staff seeks an amendment to the 2021 CIP, providing for the supplemental appropriation of \$250,000 in the Street/Transportation Operational and Safety Improvements program (2021 CIP Page 116). The additional \$250,000 in 2021 will come from 2019 Bond funding programmed in future years in the Street/Transportation Operational and Safety Improvements program.

CONSIDERATION

The City will issue Commercial Paper as expenditures are incurred in the Park Land Acquisition and Street/Transportation Operational and Safety Improvements programs, and at a future date, General Obligation Bonds will be issued to refinance the outstanding Commercial Paper.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. k.

Meeting Date: September 13, 2021

Item Title: Interlocal Agreement and Reimbursement Authorization to City of Rowlett for Supporting the Mass Vaccination Events at HBJ Stadium (COVID-19 Response)

Submitted By: Mistie Gardner, Emergency Management Director

Strategic Focus Areas: Safe Community

ISSUE

COVID-19 is a Major Disaster Declaration (DR 4485), which allows for eligible local costs under required Emergency Protective Measures to prevent the spread of COVID-19 as a funding of last resort via reimbursement. Such protective measures include actions taken to conduct each of the Mass Vaccinations Events at Homer B. Johnson Stadium. Accordingly, jurisdictions who assisted in the operations are eligible for reimbursement for their expenses. However, since the actual location of the MVE was within Garland city limits, the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM) determined that if any expenses for other jurisdictions were going to be reimbursed, it would have to be through the City of Garland.

Under the attached Interlocal Agreement, Rowlett will utilize the TDEM reimbursement packet to submit eligible Public Assistance expenses within the approved Emergency Protective Measures category necessary to effectively support the MVEs in Garland for the COVID-19 Major Disaster Declaration DR-4485. Rowlett's submission for expenses totals \$108,762.14. If approved, Garland Emergency Management will submit a Public Assistance project request to FEMA through TDEM for \$108,762.14 for the City of Garland to pass-through to the City of Rowlett.

OPTIONS

This item is scheduled for formal consideration at the September 14, 2021 Regular Meeting. Approving the request will allow both the execution of the ILA which makes pass-through from Garland to reimburse Rowlett allowable based on the FEMA Public Assistance guidance and for approval of the reimbursement expense in the amount of \$108,762.14. Without an approved agreement, Rowlett's expenses will not be eligible for submission to FEMA for reimbursement under Public Assistance.

RECOMMENDATION

Council is requested to authorize the City Manager to sign the ILA for reimbursement to Rowlett for eligible expenses totaling \$108,762.14 under Public Assistance category Emergency Protective Measures conducted to manage the Mass Vaccination Event operations within the City of Garland.

BACKGROUND

During the planning for the Mass Vaccination Events (MVEs), Garland, Rowlett and Sachse agreed to coordinate the execution of all MVEs at Homer B. Johnson to ensure the best possible outcome and experience for citizens from all three cities supported by the Garland Health Department. However, since the actual location of the MVE was within Garland city limits, the Federal Emergency Management Agency (FEMA) and the Texas Division of Emergency Management (TDEM) determined that if any expenses for Rowlett and Sachse were going to be reimbursed, it would have to be through the City of Garland. Therefore, the Office of Emergency Management worked with FEMA and TDEM to obtain approval on the attached ILA to ensure it meets their requirements related to a pass-through reimbursement. Then, we worked with TDEM to utilize their cost reimbursement packet to help streamline the process and ensure the necessary information was provided to TDEM and FEMA.

Attachments

ILA-Garland_Rowlett_MVE_Support

**INTERLOCAL AGREEMENT FOR
ADMINISTRATION OF THE COVID-19 VACCINE
BETWEEN THE CITY OF GARLAND AND THE CITY OF ROWLETT**

This Interlocal Agreement for Administration of the COVID-19 Vaccine ("Agreement") is made and entered into to be effective as of the 29th day of December, 2020 ("Effective Date") by and between the City of Garland, Texas ("Garland"), and the City of Rowlett, Texas ("Rowlett"), both Texas home-rule municipalities duly incorporated under the Constitution and laws of the State of Texas.

RECITALS

WHEREAS, a novel coronavirus, now designated COVID-19, has created a national public health and safety emergency throughout the world and including in the State of Texas, which has been declared a disaster by Texas Governor Greg Abbott and by the Cities of Garland and Rowlett; and

WHEREAS, COVID-19 vaccinations have been approved for distribution and will assist reducing the public health and safety risk; and

WHEREAS, on November 23, 2020, Governor Greg Abbott and the Texas Department of State Health Services (DSHS) announced a COVID-19 Vaccine Distribution Plan to provide the guiding principles for Texas' COVID-19 vaccine allocation process to serve as a foundation for the state's initial distribution for COVID-19 vaccines; and

WHEREAS, DSHS is responsible to conduct programs for the prevention and control of communicable diseases and vaccine; and

WHEREAS, Dr. John Hellerstedt, Commissioner of Texas Department State Health Services (DSHS), issued public health disaster declarations in Texas beginning March 19, 2020 and because COVID-19 continues to present an immediate threat, poses a high risk of death to a large number of people, and creates a substantial risk of public exposure because of the disease's method of transmission and evidence that there is community spread in Texas; and is a preventable diseases; and

WHEREAS, on January 11, 2021, DSHS directed most COVID-19 vaccines received by the State to large sites or hubs statewide to vaccinate more than 100,000 people. DSHS' plan is to provide more people the vaccine and a simpler way to sign up for an appointment with a minimum of confusion and maximizing use of all doses received by such hubs; and

WHEREAS, DSHS seeks the assistance of local health authorities and as such has designated Garland Health Department as a COVID-19 vaccine provider and hub provider location for the State of Texas under the authority of the Garland Health Authority and Garland Health Department legally serves the populations of the Cities of Garland, Rowlett and Sachse; and

WHEREAS, cities may enter into agreements for cooperation and assistance to perform activities to preserve and protect the public health in a federal, state or locally declared disaster area; and

WHEREAS, the costs for the services provided pursuant to this Agreement are necessary expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Cities of Garland and Rowlett have agreed to jointly administer COVID-19 vaccinations to the general public, including to residents of their cities and the respective counties in which they are located, the surrounding areas in the region as well as all residents of Texas as required by the DSHS to serve as a State of Texas COVID-19 Vaccination Hub; and

WHEREAS, Garland and Rowlett, both being political subdivisions of the State of Texas, (collectively the "Parties" or each individually a "Party") are authorized to enter into interlocal agreements pursuant to Texas Government Code, Chapter 791, for the provision of government functions and services, including comprehensive health care services and other governmental functions in which the contracting parties are mutually interested.

NOW THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

I. Purpose

The purpose of this Agreement is to improve community public health preparedness and response during a public health incident, public health threat, or other significant public health emergency in the Dallas-Fort Worth Metroplex and the North Texas region through coordination between Garland and Rowlett. This Agreement is intended to support the administration of COVID-19 vaccinations by Emergency Medical Services Personnel, as defined by Texas Health and Safety Code Chapter 773, ("EMS personnel") of Garland and Rowlett supported by Law Enforcement Officers and Emergency Management personnel of Garland and Rowlett.

II. Scope

- A. The provisions of this Agreement apply to activities to be performed to support community-based COVID-19 vaccinations by the Parties.
- B. It is the intent of the Parties that the Parties share the costs incurred by them for administration of the COVID-19 vaccine to the extent possible. Said costs may include, but are not limited to, the following: personal protective equipment; other equipment; and supplies and equipment for storing, handling, distributing/transporting and administering the COVID-19 vaccine (such as coolers, freezers, temperature monitoring devices, portable vaccine storage units for transportation, refrigerated trucks, transport security, and medical waste containers for storage and disposal). Other costs may include, but are not limited to: facility support costs, including leasing space for storage or administration including tents and/or administration of vaccines, utilities, maintenance and security; additional staff if necessary; onsite infection control measures, including cloth face coverings, physical barriers like plexi-glass type dividers and disinfection of the facility in accordance with CDC guidance; emergency medical care associated with vaccine administration; communications to disseminate public information regarding vaccinations; and all "wrap-around" administrative tasks associated with site management and support for the hub location, including such safety equipment as traffic vests and lights for staff, a check-in/check-out process, command and control vehicles and facilities, directional and information signage for patrons, traffic control devices to manage the site, and such site security as deemed necessary by the Garland Police, Transportation and Streets Departments.

III. Definitions

- A. Administration/ Administering/ Administer shall mean obtaining, preparing, and administering a single COVID-19 vaccination by a legally authorized person to a patient.
- B. COVID-19 vaccine(s) or vaccination(s) shall mean any vaccine, including required boosters, which has shown to be effective in providing immunity to or reduced transmission of COVID-19 and has received FDA approval for such purpose, regardless of whether said approval is emergency approval.
- C. For the purposes of this Agreement, the "Completion of COVID-19 Vaccination Distribution" is signified by successful completion of the administration of COVID-19 vaccines, including required boosters, to the individuals who qualify for vaccination under all tier groups approved by the State of Texas Department of Health and Human Services Vaccination plan.

IV. Responsibilities of the Parties

- A. Garland shall:
 - (a) Prior to execution of this Agreement, contract with the current leaseholder to provide access to the chosen facility as a site for the distribution and administration of the COVID vaccine to the public (the "Site").
 - (b) Be responsible for compiling and documenting all invoices, receipts, purchase orders, and other supporting documentation related to the costs and expenses incurred by the City of Garland in performance of their obligations under this Agreement.
 - (c) Act as the state-approved provider for the administration of all vaccines under this Agreement including arranging for support services and personnel at the site to manage the vaccination hub and distribution to the public.
 - (d) Coordinate with Rowlett to allocate resources, including labor, equipment, supplies, and materials, only as deemed necessary by the City of Garland to provide vaccines and support the operations at the hub site.
 - (e) Obtain authority for EMS personnel to administer vaccines as needed from the Garland Health Authority, in his capacity as the state-approved provider.
 - (f) Once invoiced by the City of Rowlett, Garland will reimburse Rowlett for eligible expenses it incurs in performance of this Agreement as long as they are eligible expenses as defined by the State of Texas and the Federal Emergency Management Agency (FEMA) as it relates to response and recovery from COVID-19, including all necessary backup documentation for the City of Garland to request reimbursement for such expenses allowed under the disaster declaration when possible. To help with this process, the Cities will utilize the State's reimbursement packet to facilitate the invoicing and reimbursement process.

B. Rowlett shall:

- (a) Be responsible for compiling and documenting all invoices, receipts, purchase orders, and other supporting documentation related to the costs and expenses it incurs in performance of this Agreement.
- (b) Utilize the TDEM Reimbursement Forms for State Mutual Aid to create an expense invoice and documentation packet including all incurred expenses in performing services under this Agreement and provide packet and all backup to Garland within 45-days of execution of this contract or within 45-days of completion of vaccination hub operations (whichever occurs last).
- (c) Coordinate with Garland to allocate resources, including labor, equipment, supplies, and materials as necessary to support unified command and vaccination distribution at the Garland hub site.
- (d) Reimburse the City of Garland for any expenses deemed unnecessary or ineligible by either the State of Texas or FEMA based on the expense itself or lack of the necessary backup documentation.

C. Both parties shall:

- (a) Assign qualified EMS personnel to administer the COVID-19 vaccine and ensure their own EMS personnel are properly trained regarding the administration of the COVID-19 vaccine.
- (b) Assign qualified EMS personnel to provide emergency medical services at the Site who shall act as EMS personnel under the supervision of their respective city's Medical Director pursuant to state law.
- (c) Provide protocols, policies; and procedures for administering the COVID-19 vaccine to the EMS personnel administering the COVID-19 vaccinations.
- (d) Administer the COVID-19 vaccination to each patient using the correct administration procedures and protocols, including obtaining informed consent from each patient or their parent or guardian, as applicable.
- (e) Maintain all records and documents required for administration of the COVID-19 vaccinations, consistent with guidance from the State and Federal governments and in accordance with the State of Texas record retention schedule.
- (f) Provide the COVID-19 vaccinations and guidance for the storage, recordkeeping, and transportation of the vaccinations to those employees who are engaged in or otherwise responsible for overseeing such activities.
- (g) Receive, store and transport the COVID-19 vaccinations in accordance with the guidance of the State and Federal governments.

- (h) Provide non-medical staff to assist and support with the operations of the facility and administration of the COVID-19 vaccine to include “wrap-around” support for hub operations and Unified Command operations at the hub site.

V. Terms and Conditions:

A. Legal Compliance

In performing its duties under this Agreement, each Party will comply with all applicable federal, state, and local laws, rules, and regulations, as well as any guidance issued by DSHS. The Parties acknowledge and agree that this Agreement is entered into pursuant to Chapter 791 of the Texas Government Code and the services to be performed under this Agreement are in accordance with Chapter 161 and 773 of the Texas Health and Safety Code.

B. Information Security and Confidentiality

Each Party agrees to maintain confidentiality of all data, files, and records, including patient records, related to the services provided pursuant to this Agreement as required by law and will comply with state and federal laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and any applicable professional standards of practice with respect to patient confidentiality.

Notwithstanding the foregoing, the Parties understand that both Parties are governmental entities subject to the Texas Public Information Act ("Act"). In the event that either Party receives a request for information under the Act, which either Party believes to be confidential under this Agreement or law, the Party receiving the request will seek a letter ruling from the Texas Attorney General to prevent the disclosure of the information and will notify the other Party to this Agreement if there are responsive records of the other Party subject to the request. If any information exempt from disclosure under the Act is disclosed or its security is otherwise compromised, the disclosing party shall notify the other party as soon as possible and shall make all reasonable efforts to retrieve the information.

C. Liability and Insurance

- (a) Notwithstanding any provision to contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.
- (b) It is understood and agreed between parties that each Party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement to the extent they would otherwise be liable under law. Neither Party shall be responsible for any negligent act or omission of the other Party or its employees in connection with this Agreement. It is specifically agreed that, as between the Parties, each Party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- (c) Notwithstanding the foregoing, each Party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services

provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither Garland nor Rowlett shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by the law. Where injury or property damage results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.

(d) This Agreement is expressly made subject to Garland's and Rowlett's governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Garland or Rowlett or to create any legal rights or claim on behalf of any third party. Neither Garland nor Rowlett waive, modify or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

(e) Garland and Rowlett each have a duty to reasonably cooperate with each other in the event that a lawsuit is filed against either Party by any third party resulting from or related to the services performed under this Agreement.

D. Governing Law and Venue

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie exclusively in the Dallas County, Texas. The parties hereby stipulate and agree that this Agreement shall be governed by the laws of the State of Texas.

E. Amendment

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

F. Effective Date, Term, Termination

This Agreement shall become effective upon the Effective Date and remain in effect until the earlier of the Completion of COVID-19 Vaccination Distribution or August 31, 2021, unless otherwise agreed to in writing by the Parties. This Agreement may be terminated by either Party with cause upon no less than 30 days written notice to the other Party.

G. Notice

Any notice, invoices, reports, and communications provided pursuant to this Agreement shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, or (2) received by the other

party by United States Mail, registered, return receipt requested, addressed to the addresses as listed below.

Garland Mistie Gardner, Director of Emergency Management
1490 Hwy 66
Garland, Texas 75040
Email: mgardner@garlandtx.gov

Rowlett Ed Balderas, Emergency Management Coordinator
4701 Rowlett Rd.
Rowlett, TX 75088
Email: ebalderas@rowlett.com

H. Independent Parties

Each Party shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the other Party. Neither party shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other.

I. Financial Obligations

Both Parties agree to be responsible for their own costs associated with performing their respective obligations under this Agreement. In the event of a dispute under this Agreement, both Parties are responsible for their own attorney fees and costs.

J. General Provisions

- (a) The undersigned represent that they have authority to sign this Agreement on behalf of their entity and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the governing body of each Party.
- (b) The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void or enforceable, such holding shall not affect the validity of any other provision or term herein, and the Agreement shall be construed as if such invalid, unenforceable, illegal or void provision did not exist.
- (c) This Agreement may only be amended by mutual agreement of the Parties in writing.
- (d) All fees or payments required as part of this Agreement are subject to annual appropriations by each Party's respective governing body.
- (e) The Parties agree that each is an independent contractor of the other and not an agent, servant, joint enterpriser, joint venture or employee of the other Party to this Agreement.

- (f) The Parties agree and acknowledge that nothing in this Agreement is intended to create any third-party beneficiary status to any person not a party to this Agreement. No party other than Garland and Rowlett may claim a benefit pursuant to this Agreement.
- (g) The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

EXECUTED in duplicate original counterparts effective upon the date listed on page one as indicated above.

CITY OF GARLAND, TEXAS
a Texas home-rule municipality

BY: _____
Bryan L. Bradford, City Manager

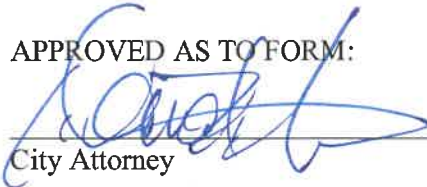
APPROVED AS TO FORM:

Stephen M. Hines, Sr. Asst. City Attorney

CITY OF ROWLETT, TEXAS
a Texas home-rule municipality

BY: _____
Brian Funderburk, City Manager

APPROVED AS TO FORM:

_____
City Attorney



GARLAND POLICY REPORT

City Council Work Session Agenda

3. I.

Meeting Date: September 13, 2021
Item Title: Fire Station No. 1 - Condemnation
Submitted By: Rick Galceran, Capital Project Management Director
Strategic Focus Areas: Well-Maintained City Infrastructure
Safe Community

ISSUE

As part of the 2019 Bond Program, voters approved construction of a new Fire Station No. 1 complex. The new fire station will be located on an area of land east of First Street, north of Avenue D, and south of Avenue B. This area has been commonly referred to as “the Triangle.” Because the City does not already own all the property upon which the project will be constructed, the City has engaged in an effort to acquire the property. The City has been able to negotiate with most of the property owners in the Triangle to acquire the necessary property interests. Although we have continued to pursue negotiated acquisitions, we have not been able to acquire all the necessary property interests.

OPTIONS

1. Approve a resolution to authorize the use of eminent domain where necessary to acquire the remaining parcels needed for Fire Station 1. All property owners will be duly compensated.
2. Do not approve a resolution.

RECOMMENDATION

Council is requested to approve a resolution authorizing the acquisition of the property rights described in the proposed resolution. This item will be scheduled for formal consideration at the September 14, 2021 Regular Meeting.

BACKGROUND

Fire Station No. 1 is currently located at 1019 Austin Street and opened in 1967. In May 2019, Garland Voters approved Proposition B, an authorization for the City to issue obligation bonds for, among other things, the acquisition of property for the location of, and the construction of, a new Fire Station No. 1 complex. Because the City does not already own all the property upon which the project will be constructed, the City has engaged in an effort to acquire the property.

Council has been briefed on the project and need to acquire property since early 2020, most recently on April 5, 2021 in Executive Session.

CONSIDERATION

Due to the complexity of heirship and title history on some of the parcels, pursuing the use of eminent domain is the only method of gaining clear title to the property.

Attachments

Triangle Condemnation Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF GARLAND, TEXAS FINDING AND DETERMINING THAT THE PUBLIC NECESSITY AND CONVENIENCE REQUIRE THE ACQUISITION OF VARIOUS PROPERTY RIGHTS LOCATED EAST OF FIRST STREET, NORTH OF AVENUE D AND SOUTH OF AVENUE B, IN THE CITY OF GARLAND, TEXAS SITUATED IN THE 1ST INSTALLMENT COOPERS ADDITION, IN THE CITY OF GARLAND, COUNTY OF DALLAS, TEXAS, SAID PROPERTY INTERESTS BEING MORE PARTICULARLY DESCRIBED BELOW; PROVIDING AUTHORIZATIONS TO ACQUIRE SUCH PROPERTY RIGHTS BY PURCHASE OR CONDEMNATION AND MAKING CERTAIN FINDINGS PERTAINING THERETO; PROVIDING FURTHER AUTHORIZATIONS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Garland, ("Garland"), has found and determined the need to acquire property rights necessary to construct a fire station complex, which will necessitate the acquisition of property in an area east of First Street, North of Avenue D and South of Avenue B("Project");

WHEREAS, public convenience and necessity requires acquisition of the properties described below (referred to collectively as the "Properties"), which exhibits are attached hereto and incorporated herein by reference, for the construction, operation, and maintenance of the Project;

WHEREAS, Garland is required to make an initial offer as defined by, and in compliance with, Texas Property Code §21.0111 ("Initial Offer"), and a bona fide offer, as defined by, and in compliance with, Texas Property Code §21.0113 ("Final Offer") to acquire the Properties for public use from the Property Owners (as hereinafter defined) voluntarily before beginning the acquisition of the Properties through a condemnation proceeding;

WHEREAS, the Properties are located in the City of Garland, Dallas County, Texas as described below, and the fee owners of the Properties are as follows:

Kenneth A. Hooper: 421 Allen - Lot 13, in Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$42,000;

Joe Ford: 413 Ford, 413 Allen, and 442 Allen - Lots 8 and 9, in Block D, of the 1st Installment Coopers Addition, an Addition

to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas; and Lot 11 in Block E, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas; and Lot 1 in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$23,500; \$18,000; and \$28,500;

Estate of Gertrude Ford: 407 Ford - Lots 10 and 11, in Block D, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$60,000;

Roy Lee Ford: 438 Allen - Lot 2, in Block F, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas according to the Map thereof recorded in Volume 7, page 423 of the Map Records of Dallas County, Texas;

Amount Offered: \$30,000;

Munoz Auto Repair: 621 E Ave D - Lot 5, in Block G, of the 1st Installment Coopers Addition, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 7, page 423, of the Map Records of Dallas County, Texas;

Amount Offered: \$39,336;

(collectively, "Property Owners")

WHEREAS, an independent professional appraisal report of each of the Properties has been ordered , and after receipt of the appraisals, the City Manager or his designee will establish just compensation for the Properties based on the appraisal and fair market value of the Properties and any applicable fees necessary to acquire the Properties;

WHEREAS, Garland, through agents or representatives employed by or contracted with Garland, has entered into good faith negotiations with the owners of the Properties in order to acquire necessary property rights on the Properties for the Project, and has been

unsuccessful in acquiring the necessary property rights on the Properties; and

WHEREAS, in conjunction with the enactment of this Resolution, Garland authorized the initiation of eminent domain proceedings to acquire property rights to the Properties at a public meeting by a record vote, and the notice for the public meeting included all required information, including the consideration of the use of eminent domain to condemn property as an agenda item;

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

Section 1

That Garland, its staff, and its attorneys are specifically authorized to purchase property rights of the Properties; that the public convenience and necessity requires the acquisition of easement rights on the Properties for the public purpose of the Project; that Garland has made a good faith effort to negotiate a voluntary acquisition of easement rights on the Properties; that it appears to Garland that further negotiations to purchase easement rights on the Properties voluntarily would be futile; that the public necessity requires the condemnation of Properties for the Project; and that Garland, its staff, and its attorneys are hereby authorized and directed to institute proceedings in eminent domain against the owners of the Properties, and against all other owners, lienholders, or holders of an interest in the Properties, in order to acquire easement rights on the Properties.

Section 2

That Garland, its staff, and its attorneys are hereby authorized to do all things necessary and proper to carry out the intent and purpose of this Resolution, including determination of the property rights that are proper and necessary for the Project.

Section 3

It is the intent of the City Council that this Resolution authorize the City Manager and City Attorney, or their designees, to perform all steps necessary to obtain the Properties necessary for the Project, whether through negotiation or condemnation, including the expenditure of funds.

Section 4

It is the intent of the City Council that this Resolution authorize the condemnation of all property required for the construction, improvement, maintenance and reconstruction of a fire station complex on the property in an area east of First Street, North of Avenue D and South of Avenue B located in the City, to serve the public and citizens of the City.

Section 5

If it is determined that there are scrivener errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Attorney or his designee is authorized to have such errors corrected or revisions made without the necessity of obtaining a new City Council Ordinance authorizing condemnation of the corrected or revised property.

Section 6

Following an award by the Special Commissioners or a judgment of a court of competent jurisdiction on appeal from a Special Commissioners' award, the City Manager or his designee, is hereby authorized to make payment in an amount not to exceed the Special Commissioners' award or the judgment of a court of competent jurisdiction, to enable the City to take possession of the Properties without further action of the City Council. However, nothing contained herein shall be interpreted to limit the spending authority of the City Manager granted by Council Resolution or Policy. It is the intent of the City Council that this Resolution grants the City Manager the authority, in addition to the authority granted by Council policy, to settle disputes related to the value of the Properties.

Section 7

That this Resolution shall take effect immediately from and after its adoption.

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. m.

Meeting Date: September 13, 2021

Item Title: Replacement of Human Resource, Payroll and Financial Management System

Submitted By: Matt Watson, Finance Director

Strategic Focus Areas: Future-Focused City Organization

ISSUE

Council is requested to consider authorizing the City Manager to approve a ten-year Workday, Inc. software subscription agreement to replace the core Human Resources, Payroll and Financial Management Systems. In addition, Council is requested to consider authorizing the City Manager to execute a professional services agreement with Accenture LLP to assist with the implementation of the first phase of the project, the Human Resources and Payroll components of Workday.

OPTIONS

1. Approve the \$3.2 million purchase of Workday, Inc for the replacement of the Human Resources, Payroll, and Financial Management Systems and implementation services with Accenture LLP for the first phase of the project, the Human Resources and Payroll components of Workday.
2. Do not approve the purchase of Workday, Inc for the replacement of the Human Resources, Payroll, and Financial Management Systems and implementation services with Accenture LLP for the first phase of the project, the Human Resources and Payroll components of Workday.

RECOMMENDATION

Unless otherwise directed by City Council, this item will be scheduled for formal consideration at the September 21, 2021 Regular Meeting.

BACKGROUND

The City of Garland installed the current Human Resources Information and Payroll system, as well as a separate Financial Management System approximately 23 years ago. Although the systems served the City well for a number of years, the capabilities of these systems are outdated and have limited functionality needed to meet the City's needs of today and the future. Currently, the City relies upon multiple systems from separate vendors to fill these functionality gaps including, but not limited to, systems for recruiting, benefits management, training and financial reporting. Many of these capabilities require the creation and

maintenance of custom integration software to perform their business purpose. In addition, numerous functions are performed manually by staff or require the manipulation of data through spreadsheets or databases that exist outside the core system, leading to the chance of errors and inefficient use of talent.

Staff has been evaluating more comprehensive modern systems for over ten years. However, funding constraints, higher priority projects, and lack of staff time for implementation have always deterred staff from moving forward with a proposal. However, last fiscal year, the City learned that the Human Resource Information and Payroll System would be sold to a competitor and reach end-of-support by December 2022. Staff began planning for an in depth evaluation of vendors to meet the Human Resources and Payroll requirements, both immediate and anticipated. In addition, vendors would be evaluated on their implementation strategy, security, and the overall value provided to the City. Finally, vendors would be requested to demonstrate their capabilities to meet the financial management needs of the City for a possible second phase implementation. This strategy would allow for the opportunity to have all core human resource and financial systems integrated within one system, which has been a goal since staff began first evaluating systems ten years ago.

The City initially evaluated multiple vendors before narrowing the scope to five final vendors. After multiple demonstrations, staff selected Workday as the best solution for the City of Garland. Workday is a modern, comprehensive cloud based Human Capital Management, Payroll, and Financial Management solution that has been widely adopted by municipalities in Texas and around the nation. Workday will help to eliminate many existing manual processes within the City, consolidate multiple separate systems into one and reduce the number of integrations that are supported by IT.

In addition, Workday is a highly secure product built upon the NIST Cybersecurity Framework and controls from the Center for Internet Security. The operations, policies and procedures at Workday are audited regularly to ensure that Workday meets and exceeds all standards expected of service providers. Workday publishes both a Service Organization Controls 1 (SOC 1) Type II report which gives companies around the world confidence that a service provider, such as Workday, has the appropriate controls in place. In addition, Workday publishes a SOC 2 Type II report which provides similar confidence for security, availability, confidentiality, processing integrity and privacy.

Workday, Inc., is best implemented by a partner with extensive experience, especially in municipal governments in the State of Texas. Doing so leads to the optimization of business processes, creates efficiency, eliminates manual or redundant processes, frees up current staffs time for other projects and ultimately leads to better outcomes. Therefore, as part of the evaluation process, staff sought out for an implementation partner that has experience with municipal governments in the State of Texas, experience with civil service, and experience with municipally owned electric utilities. Based on evaluation of the experience and capabilities, Accenture, LLP demonstrated that it has extensive experience implementing the Workday, Inc. Human Resources, Payroll, Financial Management, and associated systems. Accenture, LLP. has more than 20 years working with Texas Government entities with more than 15 successful implementations of the Workday product in Texas with more than 70 government and education clients in the United States. If approved by City Council, Accenture will work on implementing the Human Capital Management and Payroll system first in order to meet the end-of-support deadline of December 2022. The Second phase of implementation for the Financial Management System will come to City Council at a future date after full implementation of the

Human Capital Management and Payroll system is complete.

CONSIDERATION

The FY 2020-21 Revised Budget includes \$3.5 million in the IT Project fund for the implementation of the Human Resources and Payroll system. The Accenture agreement is anticipated to cost approximately \$3.3 million or \$200,000 under the amount budgeted in the FY 2021-22 Revised Budget. This funding will be a one-time cost to the City. The ongoing cost associated with the Workday subscription will average \$830,000 a year for a ten-year term and includes the replacement of all core Human Resources, Payroll, and Financial Management systems. However, after taking into consideration the elimination of the City's current Human Resource, Payroll, Financial Management and multiple other ancillary systems, it is anticipated that the net annual ongoing cost for support and subscription services after the full implementation will be approximately \$90,000 less than what is budgeted now for the current systems. In addition, Staff anticipates that this project will provide additional savings from enhanced operation efficiencies.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: September 13, 2021

Item Title: Public Hearing on 2021-22 Proposed Budget

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

Section 5, Article VIII, of the City Charter requires that a Public Hearing be held on the Proposed Budget for the coming fiscal year. At the Public Hearing, all interested persons shall be given an opportunity to be heard for or against any item contained in the Proposed Budget.

The Proposed Budget for 2021-22 has been available for public inspection in the City libraries, in the City Secretary's Office, and on the City's website since August 4, 2021. A third and final Public Hearing on the Proposed Budget is scheduled for Monday, September 13, 2021.

Previous Public Hearings on the FY 2021-22 Proposed Budget were held on August 17, 2021, and August 26, 2021.

The 2021-22 Budget is scheduled to be adopted on Tuesday, September 14, 2021.

This budget will raise more revenue from property taxes than last year's budget by an amount of \$8,151,701, which is a 6.32 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$2,097,469.

Recommendation/Action Requested and Justification

Open public hearing.

Take citizens' comments.

Close public hearing.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: September 13, 2021

Item Title: FY 2021-22 Budget Discussions - Final Direction from Council

Submitted By: Allyson Bell Steadman, Budget Director

Summary of Request/Problem

Council will give final direction to staff regarding the 2021-22 Budget.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: September 13, 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. d.

Meeting Date: September 13, 2021

Item Title: 2019 Bond Program - Prioritization of Trails

Submitted By: Andy Hesser, Managing Director

Summary of Request/Problem

Staff is re-evaluating the prioritization of trails projects in order to maximize impact from County participation funds. Staff will brief Council on the status of Dallas County's 7th Call for Trails and Bikeway Projects, recap the prioritization of trails approved as part of the 2021 CIP process, and present alternate prioritization and funding options for consideration.

Recommendation/Action Requested and Justification

Staff is seeking direction from Council on the prioritization of trails.

Attachments

Trail Development List
Implementation Priorities

Trails and Bikeways Priority Implementation



City Council Update
City of Garland and Dallas County Coordination
Council Work Session - September 13, 2021

Eligible funding – Dallas County MCIP 7th Call

- Reimbursement grant
- Funds allocated only in the following categories:
 - Design*
 - Construction*
- Projects must have Project Specific Agreements (PSAs)
- Program Management fees are NOT reimbursable
- Awarded funds must be spent in corresponding County Commissioner district.
- Dallas County staff proposes to take lead on design efforts for selected projects.
- Construction inspections may be provided by Dallas County and City of Garland.

*Note: Reimbursement eligibility contingent upon Dallas County involvement throughout process.

Dallas County MCIP 7th Call Project Awards

• Duck Creek South Extension	\$1.25	M
• Feasibility Studies	\$0.45	M
• Local Connections (County District 1)	\$3.76	M
• <u>Local Connections (County District 2)</u>	\$3.58	M
Total	\$9.04	M

Tentative Funding Sources

• Dallas County (Eligible funds)	\$5.94 M
• 2019 Bond Program*	\$6.88 M
• Current Funds (Water/Wastewater)	\$1.49 M
• <u>Certificates of Obligation (funds remaining)</u>	<u>\$0.19 M</u>
Total	\$14.50 M

*Note: Total reflects Proposition D allocation less costs associated with Trails and Bikeways Master Plan.

Garland Project Priority Considerations

- Top priority projects in the Trails and Bikeways Master Plan
- Makes the best use of County funds
- Does it create complete, contiguous local trail connections (City and County priorities)

City of Garland Priority List

(estimated costs based on escalation in program years)

Rank	Project Name	Project Cost
1	Duck Creek Central Trail – Segment 1 (Rick Oden Phase 1)	\$960,050
2	Duck Creek Central Trail – Segment 2 (Rick Oden Phase 2)	\$867,106
3	Duck Creek South Extension	\$3,249,530
4	Duck Creek Central Trail – Segment 3 (Rick Oden to Central Park)	\$2,659,786
5	N. Garland Avenue Underpass	\$1,024,190
6	Duck Creek Audubon	\$1,505,217
7	Naaman Forest Connection	\$3,032,968
8	On-street facilities (not currently funded by Dallas County)	\$250,000
9	Feasibility studies – various locations	\$200,000
10	Bisby Transmission Trail	\$2,688,348
11	Lake Ray Hubbard Pkwy Trail (not currently funded by Dallas County)	\$650,000
12	Rowlett Creek Preserve	\$11,095,988
	Total	\$28,183,184

City of Garland Priority List

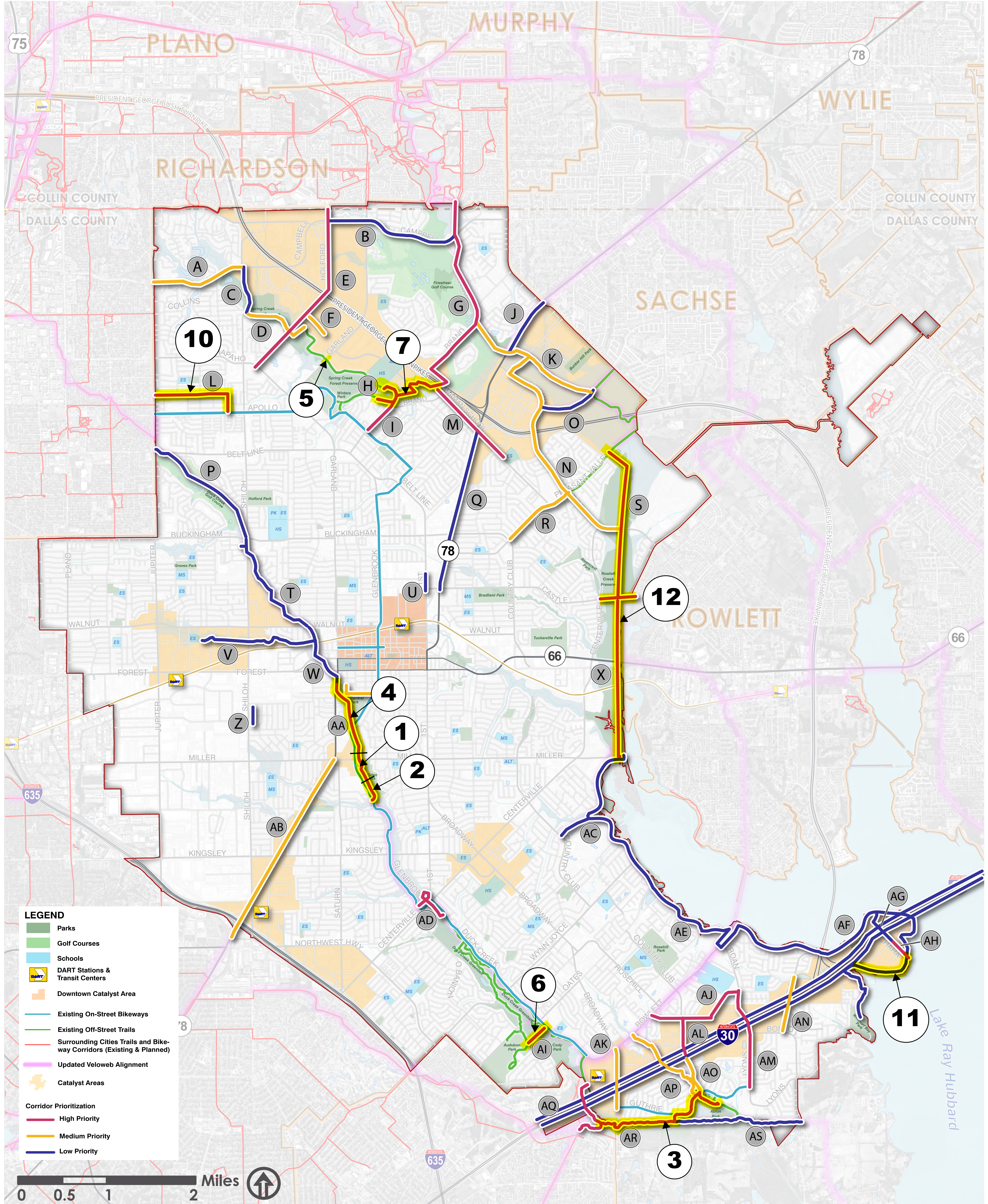
(project list with available funds)

Rank	Project Name	Project Cost
1	Duck Creek Central Trail – Segment 1 (Rick Oden Phase 1)	\$960,050
2	Duck Creek Central Trail – Segment 2 (Rick Oden Phase 2)	\$867,106
3	Duck Creek South Extension	\$3,249,530
4	Duck Creek Central Trail – Segment 3 (Rick Oden to Central Park)	\$2,659,786
5	N. Garland Avenue Underpass	\$1,024,190
6	Duck Creek Audubon	\$1,505,217
7	Naaman Forest Connection	\$3,032,968
8	On-street facilities (not currently funded by Dallas County)	\$250,000
9	Feasibility studies – various locations	\$200,000
10	Bisby Transmission Trail	\$2,688,348
11	Lake Ray Hubbard Pkwy Trail (not currently funded by Dallas County)	\$650,000
12	Rowlett Creek Preserve	\$11,095,988
	Total	\$13,748,847

ARPA Request Options

- **Option A - Request Total - \$3,900,000 (various projects)**
 - \$212,000 projected construction escalation for Duck Creek South Extension
 - \$100,000 for County match of Feasibility Studies (not bond fund eligible)
 - \$250,000 for high priority, shared-use bikeway facilities (40 miles)
 - \$2,688,000 for construction of Bisby Trail
 - \$650,000 for Lake Ray Hubbard Pkwy Trail – Engineering Dept. CIP
- **Option B - Request Total - \$15,000,000**
 - All projects listed in Option A, and
 - \$11,100,000 for design and construction of Rowlett Creek Preserve Trail

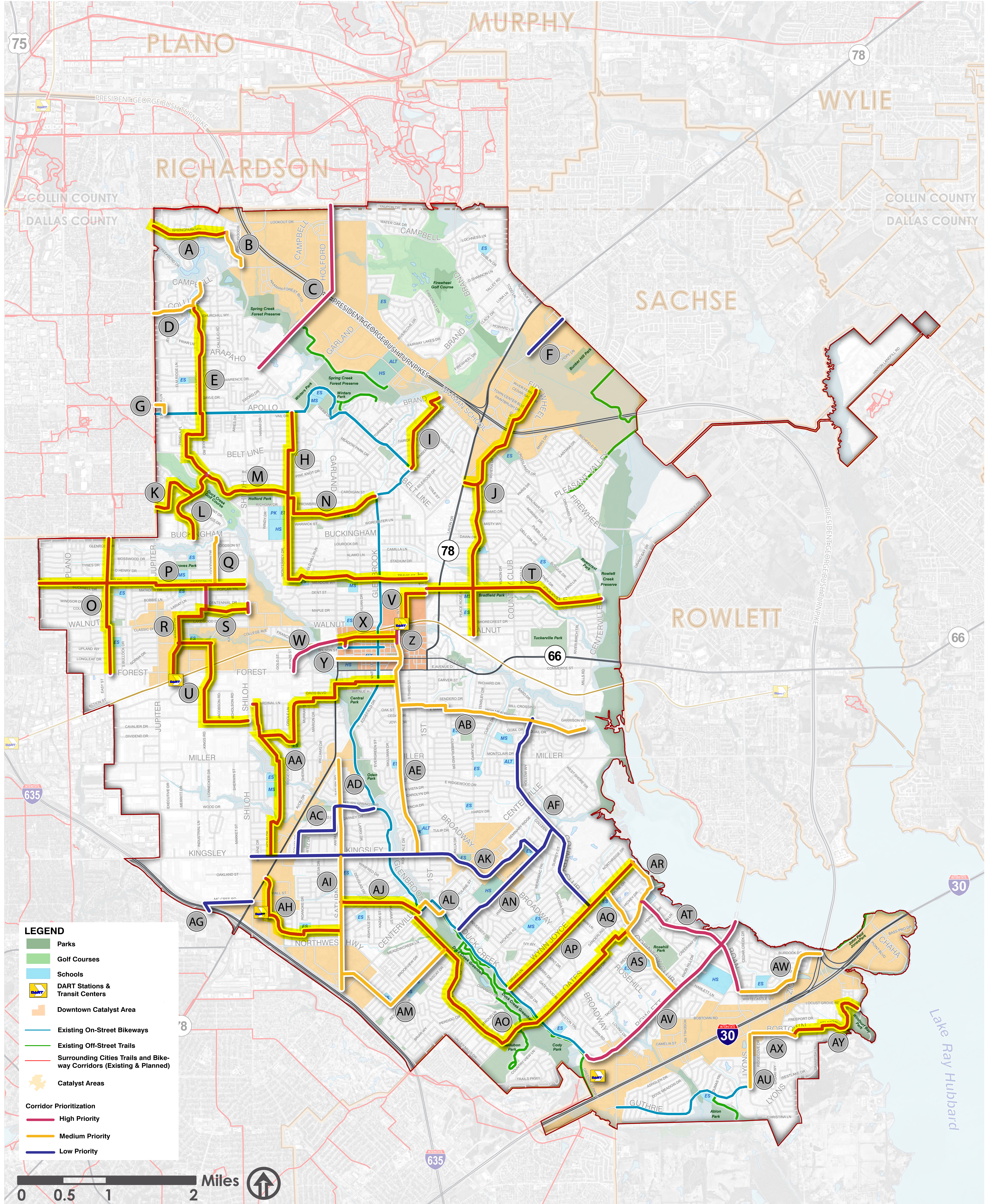
Questions?



Off-Street Trail Prioritization

GARLAND TRAILS AND BIKEWAYS MASTER PLAN MAPS





On-Street Bikeways Prioritization

GARLAND TRAILS AND BIKEWAYS MASTER PLAN MAPS



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. e.

Meeting Date: September 13, 2021

Item Title: Preview of Proposed ARPA Funding List

Submitted By: Matt Watson, Finance Director

Summary of Request/Problem

The American Rescue Plan Act (ARPA) provided \$350 billion in aid to eligible state, local and tribal governments to meet pandemic response needs and to rebuild a stronger economy as the country recovers. The City of Garland's allocation is approximately \$53.5 million. Based on direction from City Council, staff has prepared a Proposed ARPA funding list that identifies ARPA eligible projects organized by various categories for Council review. Staff will provide an overview of the Proposed ARPA Project List. A Calendar has been established to allow for future Council questions, discussion, and deliberation regarding these projects.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. f.

Meeting Date: September 13, 2021

Item Title: Amendments to Home Occupations Ordinance to Address Commuter Parking

Submitted By: Brian England, Deputy City Attorney

Summary of Request/Problem

The Community Services Committee conducted a review of the current Home Occupations Ordinance, GDC Section 2.61, to consider possible solutions to transient workers parking in residential neighborhoods.

Recommendation/Action Requested and Justification

The Committee recommends amending Section 2.61 to (1) redefine Home Occupation to include activities that use a dwelling as a *Principal Place of Business*. (2) include definitions for *Home Occupation Commuter Zone* and *Principal Place of Business*, and (3) making Commuter parking a civil offense.

Attachments

Draft Amendment to GDC 2.61

ORDINANCE NO. _____

AN ORDINANCE AMENDING IN PART CHAPTER 2, ARTICLE 5, SECTION 2.61, "HOME OCCUPATIONS," OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That Section 2.61 of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Section 2.61 Home Occupations and Related Prohibited Activities in Residential Zoning Districts

(A) Definitions. For the purposes of this Section:

(1) *Home Occupation* means any occupation, commercial enterprise, or business activity, whether full or part-time, conducted within a dwelling or an accessory structure located on residential property within a residential district. A "Home Occupation" shall include, without limitation, any occupation, commercial enterprise, business, or business activity that uses the dwelling or accessory structure located on residential property within a residential district as its principal place of business.

(2) *Home Occupation Commuter Zone* means an area located within a residential zoning district, located on the same street as a Home Occupation or within 500 feet of the Home Occupation measured from the property line on which the Home Occupation is located.

(3) *Principal Place of Business* means the residential location where any of the following occur:

(a) the business' books and records are generally maintained;

(b) administrative tasks for the business are generally performed;

(c) the business' mail is delivered;

(d) the business' commercial activities are coordinated and controlled; or

(e) official government records or advertising indicate the address is where business activities are generally coordinated or controlled.

. . .

(D) Prohibited Activities. Notwithstanding any other provision of this Section 2.61, the following are hereby expressly prohibited in a residential zoning district:

". . .

(6) **Commuter Parking.**

(a) *No parking.* No employee, contractor, agent, worker, or officer of a Home occupation shall park or stand a motor vehicle upon any public street or right-of-way within a Home Occupation Commuter Zone for the purposes of ride-sharing or commuting, staging of equipment or materials used in the operation of a Home occupation, or for other activities related to the operation of a Home occupation.

(b) *Enforcement.* Commuter Parking violations shall be enforced upon receipt of a written complaint (or a combination of written complaints) by the Office of the City Marshal signed by two or more unrelated persons residing in different dwellings within the Home Occupation Commuter Zone in which the violation occurs. Written complaints must include the name and home address of the complainant(s), phone number of the complainant(s), and the address of the Home occupation. A written complaint may be received via electronic means, including but not limited to email or an official City of Garland web portal, the United States Postal Service, or hand delivery to the Office of the City Marshal.

(c) *Penalty.* A Commuter Parking violation shall be enforced as a civil offense against the registered owner or driver of the offending vehicle, pursuant to Articles II and III, Chapter 24, of the Code of Ordinances of the City of Garland."

Section 2

That a violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

Section 3

That Chapter 2 of the Garland Development Code of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

That the terms and provisions of this Ordinance are severable and are governed by Sec. 1.07 of the Garland Development Code of the City of Garland, Texas.

Section 5

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED:



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. g.

Meeting Date: September 13, 2021

Item Title: Development Services Committee Report

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

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

- 1) Consider adding a cover to top level of the City Hall parking deck.
- 2) Consider Lighting Standards relating to minimum lighting and possible integration of CPTED requirements to Multi-Family and Commercial Development Standards.
- 3) Consider amending GDC Section 2.05(K) regarding Considerations of Previously Denied Zoning Cases.
- 4) Consider amending Chapter 7 of the GDC to create a Downtown Square (DS) sub-district and limit future uses in the Downtown Square area, and to eliminate minimum off-street parking requirements in the Downtown Square and Downtown Historic sub-districts.

A draft ordinance amending GDC Section 2.05(K) is attached for the Council's review and consideration.

Draft ordinance changes and other informational attachments regarding the GDC Downtown zoning and parking changes are also attached. A public hearing is scheduled for September 21, 2021 for the Council to formally consider the Downtown zoning changes.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Draft Reconsideration Ordinance

Draft Chapter 7 Ordinance

Draft Chapter 7 Land Use Matrix ordinance

Staff Presentation - Downtown Zoning and Parking

Section 2.05 Processing of Zoning Application, Plat, Plan, and Decision

. . . .

(K) Consideration of previously denied amendments. In the event a person desires to submit an application for a change of zoning on a tract of land, or any portion thereof, to which City Council has denied a zoning change within the previous 12 months, the following process shall apply:

- (1) *Application*. The applicant must clearly indicate whether the request is a reconsideration of a previously denied application, or an application to consider a substantially different proposed land use and plan on the subject property.
- (2) *Consideration of a different proposed land use and plan*. To be eligible to file an application to consider a different proposed land use and plan on a tract of land, or any portion thereof, to which Council has denied a zoning change within the previous 12 months, the applicant must first provide sufficient evidence demonstrating the new proposed land use and plan are substantially different than the initial application.
 - a. The application for a change of zoning shall not be considered by the Plan Commission or the City Council, unless the City Council first determines in a public hearing that:
 - i. the proposed land use and plan are substantially different than that of the initial application; and
 - ii. the motion to grant a new application is approved by no less than three-fourths votes of the members of the Council then present and voting (but no less than five).
 - b. In the event Council determines the proposed land use and plan are substantially different by the requisite number of votes, the applicant will then be eligible to file a new application with the Planning Department to change the zoning on the subject tract of land.
- (3) *Reconsideration of a zoning application*. If an applicant desires for Council to reconsider a previously denied application, then the following provisions shall apply:
 - a. The applicant must file the request for reconsideration (and it must be actually received by the Planning Department) within 5 business days following the date on which the initial application was denied.

- b. The request for reconsideration shall be scheduled for a public hearing during the next available Regular Meeting of the City Council, after all statutory posting and publication requirements have been satisfied.
- c. At the public hearing, the applicant shall have an opportunity to present any new evidence or facts that were not presented to Council in the original hearing.
- d. A motion to grant reconsideration may only be made by a member of the City Council who voted to deny the initial application. A motion to grant reconsideration may be seconded by any member of the City Council.
- e. A motion to grant reconsideration must be approved by no less than three-fourths of the members of the City Council then present and voting (but not less than five).
- f. If the Council's initial decision on the original request to change the zoning was made "without prejudice," then the motion to grant reconsideration may be made by any member of the City Council and approved with a simple majority vote (but not less than five).

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Article 2, Section 7.05, "General", of Chapter 7, "Downtown (DT) District," of the Garland Development Code of the City of Garland, Texas, is hereby amended in part by addition to read as follows:

"Section 7.05 Limitation on Authority

. . . .

(B) Sub-Districts Created. The following sub-districts are created in the Downtown district:

. . . .

(5) The Downtown Square (DS) Sub-district, the boundaries of which being more particularly depicted on the Downtown Framework Plan in Appendix A of this Chapter 7, consists primarily of retail and other pedestrian-generating uses surrounding the Downtown Square. It may have a wide range of building types and has a tight network of streets, with wide sidewalks, dense street tree plantings, and buildings set close to the sidewalks."

Section 2

That Article 2, Section 7.06, "Land and Building Use," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* by adding a new subsection (I) to read as follows:

"Section 7.06 Land and Building Use

. . . .

(I) Assembly Halls Located within the Downtown Square (DS) Sub-district. Due to limited public parking on and around the historic downtown square, Assembly halls, which generally create a demand for intensive parking, are only allowed within the Downtown Square (DS) Sub-district with transferable land use credits. For the purposes of the Downtown Square (DS) Sub-district, the following provisions and definitions shall apply:

(1) "Assembly hall" is a tract of land or structure designed or primarily used for a group of persons to gather together, usually at designated meeting times for a particular purpose or mission, whether political, cultural, educational, or religious. The term includes, but is not limited to, social services, civic clubs, reception facilities, meeting halls, religious services, fraternal lodges, etc.

(2) The real property owner of a tract of land on which an Assembly hall exists in the Downtown Square Sub-district on _____ ("Land Use Credit Effective Date") shall be allocated a transferable land use credit for each square foot of property used as an Assembly hall, exclusive of administrative offices, lobbies, bathrooms, storage areas, closets, or smaller meeting spaces.

(3) An Assembly hall established after the Land Use Credit Effective Date may not operate, and an existing Assembly hall use may not expand, unless the proposed Assembly hall use obtains transferable land use credits from another Assembly hall use within the Downtown Square Sub-district for each square foot of area to be used in the operation or expansion.

(4) An Assembly hall that makes a transfer of land use credits may not transfer less than all of its credits, and may only transfer those credits to a single transferee. The transferee may use less than all of the credits transferred, but any unused credits are thereafter void and may not be further transferred. Credits may be transferred and aggregated to create a new site for an Assembly hall use, or may be added to an existing site of an Assembly hall use for expansion.

(5) The transferable land use credits created by this Section (I) may only be transferred within the Downtown Square Sub-district. No transferable land use credit from any other zoning district may be transferred into the Downtown Square Sub-district.

(6) An Assembly hall that discontinues operating may transfer its land use credits during the period ending sixty calendar days after the cessation of business of the Assembly hall use, but the credits expire 180 calendar days after the Assembly hall use ceases doing business. The termination of utility services to the Assembly use is prima facie evidence of the cessation of business. Transferable land use credits may be transferred only by the owner of the land to which the credits apply.

(7) Upon the Land Use Credit Effective Date, the following locations within the Downtown Square Sub-district were operating as Assembly halls and are hereby issued transferable land use credits in accordance with this Subsection (I):

- (a) 521 W. State Street;
- (b) 115 N. Sixth Street; and
- (c) The City of Garland downtown square."

Section 3

That the Downtown District Land Use Matrix located within Article 2, Section 7.06, "Land and Building Use," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended *in its entirety* (including the legend) to include a new column for the "Downtown Square" sub-district, and to remove parking requirements for the "Downtown Historic" and proposed "Downtown Square" sub-districts, being more particularly described and depicted in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes.

Section 4

That Article 7, Section 7.07, "Block Face," of Chapter 7, "Downtown (DT) District," of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to

read as follows:

"Section 7.07 Block Face

(A) Intent. In the Downtown Historic (DH), Downtown Square (DS), and Uptown (U) sub-districts, it is intended that building walls should be continuous along block faces to create a strong edge to the street and contribute to an attractive and active pedestrian environment, with allowance for some variation and opportunities for outside dining, plazas, pocket parks, and special building entry features. Buildings should also be constructed close to the street to provide a sense of enclosure.

. . . ."

Section 5

That Table 7-2, "Street and Build-To Zone Standards," of Article 7, Section 7.08, "Streets," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended in its entirety to read as follows:

Table 7-2: Street and Build-To Zone Standards

Sub-District Building Type	Clear Sidewalk	Build-To Zone ^{1, 2, 4}	Streets
Downtown Historic (DH)			
Townhouse, Mixed Residential	9 ft.	9 - 15 ft. ³	All
Live/Work, Mixed-Use, Commercial	9	9 - 15 ³	All
Downtown Square (DS)			
Mixed Residential	9	9 - 15 ³	All
Live/Work, Mixed-Use, Commercial	9	9 - 15 ³	All
Uptown (U)			
Townhouse, Mixed Residential	8	26 - 36	Ave B & D
	6	26 - 36	All Others
Live/Work, Mixed-	10	26 - 36	Ave B & D

Use, Commercial	8	26 - 36	All Others
InTown Residential (IR)			
Single-Family	Per GDC		
Suburban Corridor (SC)			
All Building Types	6	26 - 36	Parking on Side
	6	80 - 88	Parking Bay in Front

Section 6

That Table 7-3, "Sub-District Building Height Standards," of Article 7, Section 7.11(A), "Building Standards," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended in its entirety to read as follows:

Table 7-3: Sub-District Building Height Standards

Sub-District Standard	Downtown Historic and Downtown Square	Uptown	InTown Residential	Suburban Corridor
Building Height ¹	Min. 1 story, constructed to accommodate a second story, Max. 4 stories ²	Min. 1 story, constructed to accommodate a second story, Max. 8 stories ²	Min. 1 story, constructed to accommodate a second story, Max. 4 stories ²	Min. 1 story Max. 2 - 5 stories ¹

Section 7

That Table 7-4, "Sub-District Building Types," of Article 7, Section 7.11(B), "Building Standards," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended in its entirety to read as follows:

Table 7-4: Sub-District Building Types

		Sub-District			
Building Types	Downtown Historic	Downtown Square	Uptown	InTown Residential	Suburban Corridor
Single-Family			X	X	
Townhouse	X		X		X
Mixed Residential	X	X	X		
Loft	X	X	X		X
Live/Work	X	X	X		X
Liner Building	X	X	X		
Mixed-Use	X	X	X		X
Commercial	X	X	X		X

Section 8

That Section 7.17(B), "Street Tree Wells in the Public Sidewalk," of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part* to read as follows:

"Section 7.17 Streetscaping

. . .

(B) Street Tree Wells in the Public Sidewalk.

(1) Trees shall generally be planted within six-foot by eight-foot tree wells, constructed in accordance with City specifications. The tree well opening shall be covered with grasses, groundcover or low plant material, or with a tree grate. However:

(a) In the DH and DS sub-districts trees may be planted in minimum six-foot by ten-foot tree wells with tree grates; however, where a structural sidewalk system is used, the tree well area may be reduced; and

. . ."

Section 9

That the Downtown Framework Plan located within Appendix A, of Chapter 7, "Downtown (DT) District", of the Garland Development Code of the City of Garland, Texas, is hereby amended *in its entirety* to include the boundaries of the "Downtown Square" sub-district, being more particularly described and depicted in Exhibit "B," which is attached hereto and incorporated herein by reference for all purposes.

Section 10

That Garland Development Code for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 11

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 12

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 13

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Table 7-1: Downtown District Land Use Matrix

Legend:

P = Permitted by right
S = May be permitted by SUP
N/A – Not applicable (i.e., no parking requirement)
* = See Chapter 2, Section 2.52 for special standards
** = Permitted by right in InTown Residential (North)
*** = See Chapter 7, Section 7.06 for special standards
gfa – Gross floor area
NOTE: Land uses not listed in this matrix but included in Section 2.51 have been purposefully omitted and are not permitted by the Downtown Form-Based Code.

	Downtown Historic	Downtown Square	Uptown	InTown Residential	Suburban Corridor	Parking Requirement (Does not apply to Downtown Historic (DH) and Downtown Square (DS) sub-districts)	Cross-Reference Special Standards
Residential Uses							
Accessory Dwellings:							
Dwelling, Accessory – Guest House	P		P	P	P	1 / dwelling unit	Sec. 2.58
Dwelling, Accessory – Rental Unit	P		P	P	P	Efficiency and 1 bedroom: 1 space 2+ bedrooms: 2 spaces	Sec. 2.58
Dwelling, Accessory – Guard/Manager/Caretaker	P		P	P	P	2 / dwelling unit	Sec. 2.58
Elder Care Facilities:							
Elder Care – Independent Living	P		P			1 / dwelling unit	Sec. 2.52(A)12
Elder Care – Assisted Living			P			1 / 3 dwelling units	Sec. 2.52(A)12
Elder Care – Nursing/Convalescent Care			P			.5 / bed	Sec. 2.52(A)12
Elder Care – Continuing Care (combination)			P			as determined by components, and best/current practices	Sec. 2.52(A)12
Household Living Units:							
Dwelling, Two-Family (duplex)			P		P	2 enclosed / dwelling unit	Sec. 2.38
Dwelling, Multi-Family	P	S	P			Efficiency: 1 space 1 bedrooms: 1.5 spaces 2+ bedrooms: 2 spaces (at least 50% to be covered)	Sec. 2.39
Dwelling, Live-Work unit (in a live-work building)	P	P	P	P	P	2 spaces, plus nonresidential requirement	-
Dwelling, Single-Family Detached			P	P	P	2 enclosed / dwelling unit	Sec. 2.36
Dwelling, Single-Family Attached (Townhouse)	P		P		P	2.25 enclosed / dwelling unit	Sec. 2.37
Dwelling, Apartment	P	P	P	P	P	Efficiency: 1 space 1 bedroom: 1.5 spaces 2+ bedrooms: 2 spaces (at least 50% to be covered)	
Accessory & Temporary Uses							
Accessory Structure, Residential	P		P	P	P	N/A	Sec. 2.58
Convenience Facilities:							
Drive-In Service					S	1 / order station + 1 space per employee at maximum shift	
Drive-Through Service			S		S	N/A	Sec. 4.20
Walk-Up Service	P	P	P		P	1 / walk-up window or order station + 1 space per employee at maximum shift	-

Table 7-1: Downtown District Land Use Matrix

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** = Permitted by right in InTown Residential (North)
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gfa – Gross floor area
NOTE: Land uses not listed in this matrix but included in Section 2.51 have been purposefully omitted and are not permitted by the Downtown Form-Based Code.

Fuel Pumps, Retail					S	N/A	Sec. 2.52(A)3
Kiosks, Self-Service:							
Automated Teller Machine (ATM) – Drive-Up			S		S	1 / ATM station (at the ATM)	Sec. 2.52(A)7, Sec. 4.20
Automated Teller Machine (ATM) – Walk-Up	P	P	P		P	1 / walk-up ATM	Sec. 2.52(A)7
Outside Display, New Materials	P	P	P		P	N/A	Sec. 2.52(A)14
Outside Display, Used Materials	S	S	S		S	N/A	Sec. 2.52(A)14
Outside Storage, New Materials			P		P	N/A	Sec. 2.52(A)14
Outside Storage, Used Materials			S		S	N/A	Sec. 2.52(A)14
Seasonal Sales					S	N/A	Art.VIII, Ch. 30, City Code
Temporary Building/Office (field office, construction office, subdivision sales office, etc.)	*		*	*	*	1 / 1,000sf site area	Sec. 2.52(A)19
Institutional and Educational							
College or University,	P		P		P	.5 / student (site-specific study required)	-
Convention Facility	P		P			1 / 100 gfa	-
Day Care Facilities:						-	-
Day Care Center, Adult	P		P	S	P	1 / 3 clients + 1 per employee at maximum shift	Sec. 2.52(A)13
Day Care, Youth – Licensed Child-Care Center	P		P	S	P	1 / 10 children + 1 per employee at maximum shift	Sec. 2.52(A)2
Day Care, Youth – Registered Child-Care Home	P		P	S	P	NA	Sec. 2.61
Church or Place of Worship	P	***	P	P	P	1 / 4 seats	-
Learning Center, Specialized	P		P		P	1 / 10 students	-
School, Business	P		P		P	1 / 3 students	-
School, Retail/Personal Services Training	P		P		P	1 / 3 students	-
School, Trade			S			1 / 3 students	-
School, Public	P		P	P	P	Elementary: 1 / 17 students Middle: 1 / 17 students High: 1 / 3 students –	-
School, Private, Religious or Charter	S		S	S	S	Elementary: 1 / 17 students Middle: 1 / 17 students High: 1 / 3 students	-
Government & Human Services							
Charitable Boarding	S		S	S	S	.5 / bed	-
Garden, Charitable	S		S	S	S	2 spaces	-
Garden, Civic	P		P	P	P	2 spaces	-
Post Office			P		P	1 / 300 gfa	-
Social Service Facility/Agency	P	***	P		P	1 / 300 gfa	-

Table 7-1: Downtown District Land Use Matrix

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N/A – Not applicable (i.e., no parking requirement)
* = See Chapter 2, Section 2.52 for special standards
** = Permitted by right in InTown Residential (North)
*** = See Chapter 7, Section 7.06 for special standards
gfa – Gross floor area
NOTE: Land uses not listed in this matrix but included in Section 2.51 have been purposefully omitted and are not permitted by the Downtown Form-Based Code.

Medical & Health Services							
Hospital			P			1.5 / bed	-
Medical and Dental Office/Clinic	P		P		P	1 / 250 gfa	-
Mortuary/Funeral Home	P		P		P	1 / 200 gfa, or 1 / 4 seats in sanctuary and chapel(s) (whichever is greater)	-
Recreational, Social, & Entertainment Uses							
Athletic Events Facility, Indoor			S			1 / 125 gfa or 1 / 3 bleacher and spectator seats (whichever is greater)	-
Civic Club/Fraternal Lodge	P	***	P		P	1 / 200 gfa	-
Commercial Amusement, Indoor	P	P	P		P	1 / 150 gfa	-
Commercial Amusement, Outdoor			S		S	1 / 1,000 sf of amusement area and accessory uses	-
Public Amusement, Temporary	S		S		S	N/A	Art. VIII, Ch. 30, City Code
Cultural Facility	P	P	P		P	1 / 300 gfa	-
Health & Fitness Gym (indoor)	P	P	P		P	1 / 150 gfa	-
Reception Facility	S	***	S		S	1 / 100 gfa or 1 space for each 3 occupants (whichever is greater)	Sec. 2.52(A)20
Theater, Small Scale	P	***	P		P	1 / 3 seats	-
Theater, Large Scale			P			1 / 3 seats	-
Office, Retail, & Service							
Antique Shop (indoors only)	P	P	P		P	1 / 250 gfa	-
Bakery, Retail	P	P	P		P	1 / 250 gfa	-
Bed and Breakfast	S	S	P	S		1 / guest room + residential use requirement (according to that use)	Sec. 2.52(A)11
Business & Media Service	P		P		P	1 / 300 gfa	-
Call Center			S		P	1 / 150 gfa	-
Convenience Store (1,000-5,000sf)	P	P	P		P	1 / 250 gfa	Sec. 2.52(A)1
Financial Institution	P		P		P	1 / 300 gfa	Sec. 4.20
Flea Market, Indoor	S		S		S	1 / 200 gfa	-
Flea Market, Outdoor	S		S		S	1 / 500 sf site area	-
Furniture, Household Furnishings and Appliance Sales/Rental	P	S	P		P	1 / 400 gfa	-
Grocery/Supermarket (>5,000sf)	P		P		P	1 / 250 gfa	-
Home Improvement Center (>50,000sf)			S		P	1 / 250 gfa	-
Hotel/Motel, Extended Stay	P		P		P	1.25 / room + 1 / 200sf restaurant, retail, conference and office area	Sec. 2.52(A)11

Table 7-1: Downtown District Land Use Matrix

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** = Permitted by right in InTown Residential (North)
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NOTE: Land uses not listed in this matrix but included in Section 2.51 have been purposefully omitted and are not permitted by the Downtown Form-Based Code.

Hotel/Motel, Full Service	P	S	P		P	1 / room + 1 / 200sf restaurant, retail, conference and office area	Sec. 2.52(A)11
Hotel/Motel, Limited Service	P	S	P		P	1/ room + 1 / 200sf restaurant, retail, conference and office area	Sec. 2.52(A)11
Indoor Shopping Mall	S		S		S	0-400,000 gfa: 1 / 250 gfa 401,000+ gfa: 1 / 300 gfa	-
Kiosk, Trailer or Mini-Structure (attended):	-		-	-	-	-	-
Retail/Service	S		P		P	1 / employee	Sec. 2.52(A)7, Sec. 4.20
Landscape Nursery (retail)					P	1 / 250 gfa + 1 / 2,000sf outdoor area	-
Laundry, Self-Serve (Laundromat)	P		P		P	1 / 250 gfa	-
Laundry, Drop-Off (with drive-through or window)	S		S		P	1 / 250 gfa	Sec. 4.20
Laundry, Drop-Off (without drive-through or window)	P		P		P	1 / 250 gfa	-
Office, General	P		P		P	1 / 300 gfa	-
Personal Services	P	P	P		P	1 / 250 gfa	-
Pet Store (indoors only)	S	S	P		P	1 / 250 gfa	-
Pharmacy (with drive-through or window)	S		S		P	1 / 250 gfa	Sec. 4.20
Pharmacy (without drive-through or window)	P	P	P		P	1 / 250 gfa	-
Produce Stand/Outdoor Farmers Market	S	S	S		S	4 + 1 / 600sf of site area	-
Restaurant	P	P	P		P	1 / 100 gfa	*
Restaurant, Drive-Through					S	1 / 100 gfa	Sec. 4.20
Retail Store	P	P	P		P	1 / 333 gfa	-
Studio, Arts/Crafts	P	P	P		P	1 / 250 gfa	-
Studio, Fitness or Performing Arts	P	P	P		P	1 / 150 gfa	-
Used Goods, Retail Sales (Indoors)	P	P	P		P	1 / 250 gfa	-
Tattooing/Body Piercing Establishment	S	S	S		S	1 / 250 gfa	Sec. 2.52(A)6
Commercial							
Bakery, Commercial			P		P	1 / 1,000 gfa	-
Building/Garden Materials Sales & Storage (wholesale)			S			1 / 400 gfa + 1 / 1,000 gfa storage area	Sec. 2.52(A)23
Bulk Material Sales & Storage (retail or wholesale)			S			1 / 1,000 gfa or 1 / 1,000 outdoor area (whichever is greater)	Sec. 2.52(A)18
Contractor's Office/Warehouse (indoors only)			S			1 / 500 gfa for office + 1 / 1,000sf for warehouse	-
Equipment Leasing/Rental, Indoor			P			1 / 250 gfa	-

Table 7-1: Downtown District Land Use Matrix

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** = Permitted by right in InTown Residential (North)
*** = See Chapter 7, Section 7.06 for special standards
gfa – Gross floor area
NOTE: Land uses not listed in this matrix but included in Section 2.51 have been purposefully omitted and are not permitted by the Downtown Form-Based Code.

Furniture and Appliance Cleaning/Repair			S			1 / 1,000 gfa	-
Pet Care/Play Facility(indoor)			S		S	1 / 300 gfa	Sec.2.52(A)9
Printing/Publishing House			S		P	1 / 300 office gfa + 1 / 1,000 remainder gfa	-
Recording Studio/Media Production			P		P	1 / 300 gfa	-
Small Engine/Lawn Equipment Rental & Repair (indoors)			P		P	1 / 300 gfa	-
Veterinary Clinic, Small Animal (indoors only)			P		P	1 / 300 gfa	*
Motor Vehicles & Related Uses							
Parking Lot or Garage, Commercial	P	P	P		P	1 / 300 office gfa	-
Transportation							
Bus Stop	P	P	P	P	P	NA	-
Helipad			S			5 / helipad	-
Transit Station, Public (multi-modal, public agency only)	P	P	P		P	Determined by operating agency	-
Transportation Depot, Passenger (commercial)			S		S	Determined by SUP	Sec.2.52(A)10
Industrial							
Batching Plant, Temporary	P		P	P	P	1 / 1,000 gfa + 1 / employee at maximum shift	-
Breweries/Wineries/Distilleries	S	S	S		S	1/1,000 gfa + 1/employee at maximum shift 1/100 gfa for dining/tasting areas	Sec.2.52(A)(35)
Laboratory, Analytical or Research (indoor)			S			1 / 1,000 gfa + 1 / employee at maximum shift	-
Warehouse, Office/Showroom (indoors only)			S			1 / 300 office gfa + 1 / 1,000 remainder gfa	-
Utility & Service							
Antenna, Commercial	*		*	*	*	N/A	Div. 5, Art. 5, Ch. 2
Antenna, Private	P		P	P	P	N/A	Div. 5, Div. 6, Art. 5, Ch.2
Electric Substation			S		S	1 / employee at maximum shift	-
Gas Regulating Station	S		S	S	S	1 / employee at maximum shift	-
Telecommunication Switching Station	S		S	S	S	1 / employee at maximum shift	-

Consider amendments to Chapter 7 “Downtown (DT) District” of the Garland Development Code to 1) create a Downtown Square (DS) sub-district and limit future uses allowed on the properties surrounding the Downtown Square, and 2) eliminate off-street parking requirements in the Downtown Historic (DH) sub-district and the proposed Downtown Square (DS) sub-district.



City Council Work Session
September 13, 2021

DOWNTOWN SQUARE ZONE



Current Allowed Uses [Downtown Historic sub-district]	Proposed Allowed Uses [Downtown Square sub-district]
Retail Store	Retail Store
Restaurant	Restaurant
Studio, Fitness or Performing Arts	Studio, Fitness or Performing Arts
Personal Services	Personal Services
Convenience Store	Convenience Store
Pharmacy (without drive-through)	Pharmacy (without drive-through)
Antique Shop (indoors only)	Antique Shop (indoors only)
Studio, Arts/Crafts	Studio, Arts/Crafts
Bakery, Retail	Bakery, Retail
Commercial Amusement (indoor)	Commercial Amusement (indoor)
Cultural Facility	Cultural Facility
Live/Work Unit	Live/Work Unit
Outside Display, New Materials	Outside Display, New Materials
Used Goods, Retail Sales (Indoors)	Used Goods, Retail Sales (Indoors)
Walk-Up Service	Walk-Up Service
Automated Teller Machine (ATM) Walk-Up	Automated Teller Machine (ATM) Walk-Up

Current Allowed Uses [Downtown Historic sub-district]	Proposed Allowed Uses [Downtown Square sub-district]
Parking Lot or Garage, Commercial	Parking Lot or Garage, Commercial
Bus Stop	Bus Stop
Transit Station, Public (multi-modal, public agency only)	Transit Station, Public (multi-modal, public agency only)
Health & Fitness Gym (indoors)	Health & Fitness Gym (indoors)
Theatre, Small Scale	Theatre, Small Scale – “Assembly Halls” not allowed except by land use credit
Multi-Family	Multi-Family – SUP only Plan Commission recommended upper floor apartments by right
Furniture, Household Furnishings & Appliance Sales/Rental	Furniture, Household Furnishings & Appliance Sales/Rental – SUP only
Bed & Breakfast – SUP only	Bed & Breakfast - SUP only
Outside Display, Used Materials – SUP only	Outside Display, Used Materials – SUP only
Tattooing/Body Piercing Establishment – SUP only	Tattooing/Body Piercing Establishment – SUP only
Breweries/Wineries/Distilleries – SUP only	Breweries/Wineries/Distilleries – SUP only
Produce Stand / Outdoors Farmers’ Market – SUP only	Produce Stand / Outdoors Farmers’ Market – SUP only
Hotel/Motel (Full Service, Limited Service, and Extended Stay)	Hotel/Motel (Full Service, Limited Service) – SUP only
Pet Store – SUP only	Pet Store – SUP only

Current Allowed Uses [Downtown Historic sub-district]	Proposed Allowed Uses [Downtown Square sub-district]
Dwelling, Apartment	Plan Commission recommended upper floor apartments by right
Dwelling, Accessory – Guest House	
Dwelling, Accessory – Rental Unit	
Dwelling, Accessory – Guard/Manager/Caretaker	
Elder Care – Independent Living	
Dwelling, Single-Family Attached (townhouse)	
Office, General	Plan Commission recommended allowing by right.
Medical & Dental Office/Clinic	
College or University	
Convention Facility	
Day Care Center, Adult	
Day Care Center, Licensed Child Care Center	

Current Allowed Uses [Downtown Historic sub-district]	Proposed Allowed Uses [Downtown Square sub-district]
Day Care Center, Registered Child Care Home	
Church or Place of Worship	“Assembly Halls” not allowed except by land use credit
Learning Center, Specialized	
School, Business	
School, Retail/Personal Services Training	
School, Public	
School, Private, Religious or Charter – SUP only	
Charitable Boarding – SUP only	
Garden, Charitable – SUP only	
Garden, Civic	
Social Service Facility/Agency	“Assembly Halls” not allowed except by land use credit
Mortuary/Funeral Home	
Civic Club/Fraternal Lodge	“Assembly Halls” not allowed except by land use credit
Public Amusement, Temporary – SUP only	
Reception Facility – SUP only	“Assembly Halls” not allowed except by land use credit

Current Allowed Uses [Downtown Historic sub-district]	Proposed Allowed Uses [Downtown Square sub-district]
Business & Media Service	
Financial Institution	Plan Commission recommended allowing by right.
Flea Market, Indoor – SUP only	
Flea Market, Outdoor – SUP only	
Grocery/Supermarket (over 5,000 sf)	
Indoor Shopping Mall - SUP only	
Kiosk, Trailer or Mini-structure – SUP only	
Laundry, Self-Serve (Laundromat)	
Laundry, Drop-Off (with drive-through or window) (SUP)	
Laundry, Drop-Off (without drive-through or window)	
Pharmacy (with drive-through) – SUP only	

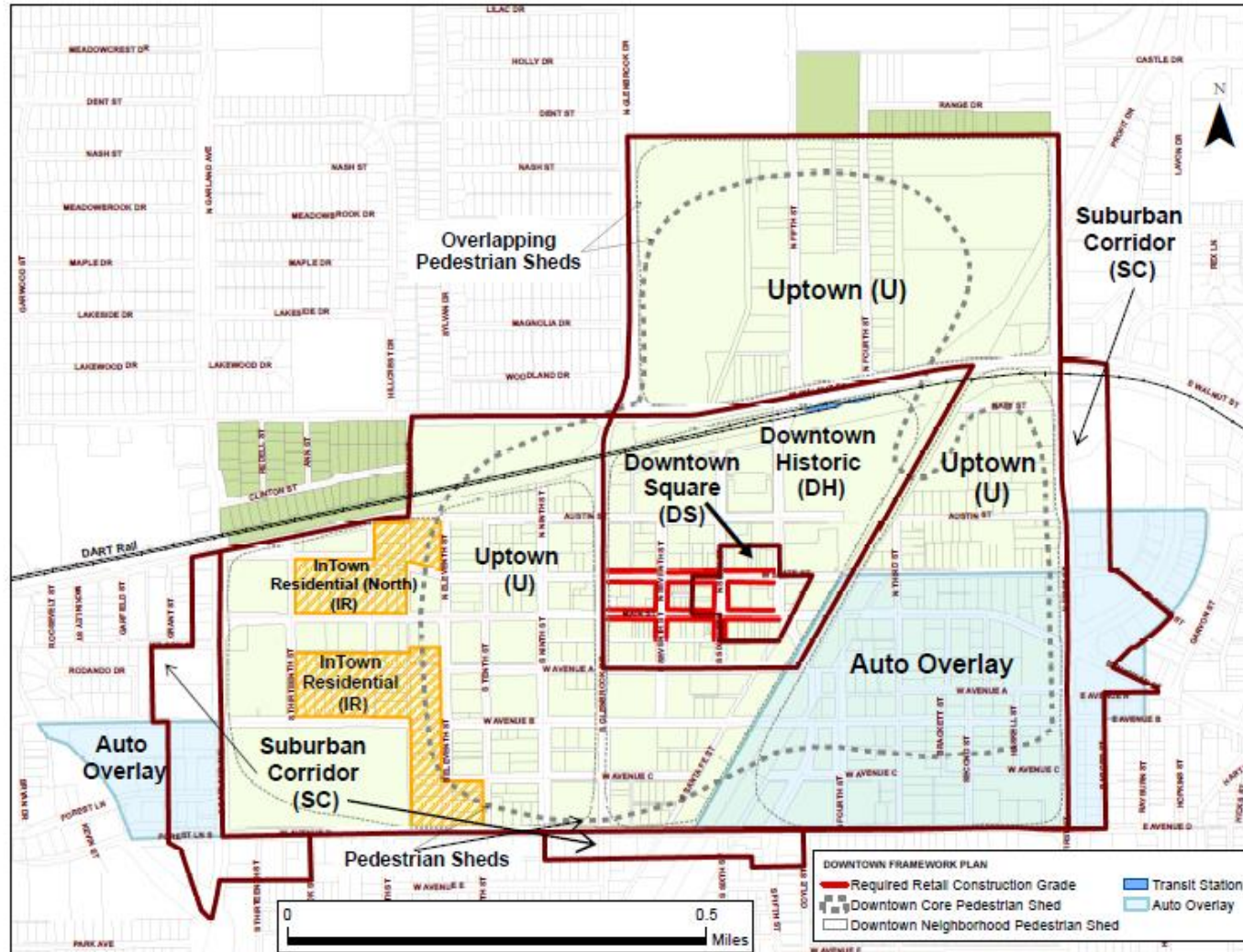
Assembly Halls

A tract of land or structure designed or primarily used for a group of persons to gather together, usually at designated meeting times for a particular purpose or mission, whether political, cultural, educational, or religious. The term includes, but is not limited to, social services, civic clubs, reception facilities, meeting halls, religious services, fraternal lodges, etc.

Land use credit

Development Standards are not being changed with this proposal, other than referencing the new Downtown Square sub-district with the applicable standards.

Downtown Parking



Plan Commission Recommendation

- Keep General Office and Financial Institution uses allowed by right.
- Allow apartments on upper floors by right.
- Explore entertainment use allowance in relation to Assembly Hall regulations.

Questions/Discussion



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. h.

Meeting Date: September 13, 2021

Item Title: Redistricting Timeline

Submitted By: Will Guerin, Planning Director

Summary of Request/Problem

Staff will brief Council on a timeline for Council district boundary redistricting.

Recommendation/Action Requested and Justification

Discussion only.



City Council Work Session Agenda

Meeting Date: September 13, 2021

Item Title: Board and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator I, City Secretary

Summary:

Mayor Pro Tem Dylan Hedrick

- Susan Nye - Board of Adjustment
- Elizabeth Harling - Community Multicultural Commission
- Terri Chepregi - Library Board
- David Parrish - Parks and Recreation Board
- Michael Rose - Plan Commission
- Martha Melaku - Property Standards Board
- Charlotte Piercy - Senior Citizens Advisory Board

Council Member Robert Vera

- Bruce Astin - Board of Adjustment
 - Mindy Le - Community Multicultural Commission
 - DeAnne Driver - Cultural Arts Commission
 - Patricia Hanson - Environmental and Community Advisory Board
 - Dorothy McAllister - Library Board
 - David Morehead - Parks and Recreation Board
 - Douglas Williams - Plan Commission
 - Caleb Ernst - Property Standards Board
 - Hazel Blanton - Senior Citizens Advisory Board
 - Carlos Porras - Tax Increment Finance #1 Downtown Board
 - Cle D. Kimble - Tax Increment Finance #3 Board
 - Jack "Rick" Wyatt, Jr. - Unified Building Standards Board
-

Attachments

Susan Nye - BOA

Elizabeth Harling - CMC

Terri Chepregi - Library

David Parrish - Parks

Michael Rose - Plan

Martha Melaku - Property

Charlotte Piercy - Senior Citizens Advisory

Bruce Astin - BOA

Mindy Le - CMC

DeAnne Driver - Cultural Arts

Patricia Hanson - Environmental

Dorothy McAllister - Library

David Morehead - Parks

Douglas Williams - Plan

Caleb Ernst - Property

Hazel Blanton - Senior Citizens Advisory

Carlos Porras - TIF 1

Cle Kimble - TIF 3

Jack "Rick" Wyatt, Jr. - Unified Bldg.



GARLAND

TEXAS MADE HERE



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: JULY 5, 2021

Name: SUSAN NYE Phone: _____

Address: 3442 KING ARTHUR DR Phone: _____

City, State, Zip: GARLAND TX 75044 Email: _____

Resident of Garland for 25 years Resident of Texas for 31 years

✓ Dallas County Voter Registration Number _____ Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

SERVED ON BOARD OF ADJUSTMENT SINCE 2001 AND I HAVE PREVIOUSLY SERVED AS 2ND VICE CHAIR.

If you have previously served on a City Board or Commission, please specify and list dates of service.

BOARD OF ADJUSTMENT - 2001 TO PRESENT

List civic or community endeavors with which you have been involved.

JUVENILE DIABETES RESEARCH FOUNDATION FUNDRAISING CHAIR AT ERICSSON
MENTOR AT BURKS ELEMENTARY - MCKINNEY
SAMARITAN INN VOLUNTEER - MCKINNEY

What is your educational background?

ASSOCIATE DEGREE - MANAGEMENT INFORMATION SYSTEMS

What is your occupational experience?

PROJECT COORDINATOR / ADMINISTRATOR AT ERICSSON (25 YEARS)

I hereby affirm that all statements herein are true and correct.

Susan L Nye

Board or Commission of first, second and third choice:

☒ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
7-14-21

Revised 05/2021



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
JUL 09 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 209 N. Fifth St., Garland, Texas 75040 | E-mail: RDowling@Garland.TX.gov

Please Type or Print Clearly:

Date: 7/9/2021

Name: Elizabeth (Liz) Harling

Phone

Address: 3418 Creekbend Dr.

Phone

City, State, Zip: Garland, TX 75044

Email

☒ Resident of Garland for 22 years ☐ Resident of Texas for 22 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Worked for many years in immigrant community in adult education; experienced non-profit executive; long-time education advocate through PTA and others

If you have previously served on a City Board or Commission, please specify and list dates of service.

Community Multicultural Commission 7/20-present

List civic or community endeavors with which you have been involved.

Current: LWV Richardson, Texas Family Leadership Council, The Storehouse of CC. Former: TXPTA, Richardson Council of PTAs, various RISD planning committees, Richardson Adult Literacy volunteer and board member.

What is your educational background?

BA in Classics from Newcomb College/Tuane University
JD from Loyola Law School of New Orleans

What is your occupational experience?

Practiced law for 13 years, licensed in PA, LA and TX. Part-time ESL teacher, RISD substitute teacher. Program Director for multicultural literacy non-profit. Currently, nonprofit ED and strategic planner.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice		
☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Environmental & Community Advisory Board	☐ Garland Youth Council **	☒ 3 Plan Commission *
☐ Civil Service Commission	☒ 2 Library Board	☐ Senior Citizens Advisory Committee
☒ Community Multicultural Commission	☐ Property Standards Board	☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status
CSO Suit/Claim Filed
Clerk Signature & Date

Current ☒
Current ☒
Yes ☐ No ☒

Past Due ☐
Past Due ☐

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanover
7-9-21

Revised 05/2021



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
JUN 09 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: June 6, 2021

Name: Terri Chepregi

Phone:

(Home)

Address: 1906 Timbercreek Dr

Phone:

(Other)

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 38 years Resident of Texas for 39 years

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Master of Library Science degree; work experience in an academic library

If you have previously served on a City Board or Commission, please specify and list dates of service.

Library Board: approximately 2013 to present

List civic or community endeavors with which you have been involved.

Leadership Richardson graduate, Literacy Instruction for Texas (now known as Aspire) board member

What is your educational background?

Degrees: BS International Business, Master of Library Science

Designations: Certified Public Accountant, Certified Management Accountant

What is your occupational experience?

Accounting: 1982 to present. Currently Chief Financial Officer, Jonathan's Place in Garland.

I hereby affirm that all statements herein are true and correct. Terri Chepregi

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

2 Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

1 Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6-10-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: May 18, 2021

Name: David A. Parrish

Phone

(Home)

Address: 2526 Pepperidge Dr

Phone

(Other)

City, State, Zip: Garland, TX 75044

Email

Resident of Garland for 41 years

Resident of Texas for 43 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

TX Master Naturalist, Volunteer for U.S. Fish & Wildlife Service.

If you have previously served on a City Board or Commission, please specify and list dates of service.

Parks & Recreation Board, 2016 - present.

List civic or community endeavors with which you have been involved.

Achievement Center of TX. Boy Scouts. Leadership Garland. Oakridge NA. Spring Creek Forest Society. GISD School Gardens.

What is your educational background?

BS- Zoology (Ecology option) Oklahoma State University 1975

What is your occupational experience?

Environmental Scientist 36 1/2 years for the U.S. Environmental Protection Agency.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☒ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
5-18-21

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUN 02 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 05/24/2021

Name: Michael

Rose

Address: 2406 Lone Oak Trail

Phone

City, State, Zip: Garland, Texas 75044

Email

Resident of Garland for 32 years

Resident of Texas for 52 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

licensed real estate Broker 51 yrs.

If you have previously served on a City Board or Commission, please specify and list dates of service.
past ch. of Plan commission; ch. of several Charter Review Com.; member of several City Bond Com.; current member of Plan Com.

List civic or community endeavors with which you have been involved.

past board member of Oakridge Neighborhood ; past President of ONA; class 18 of Citizens Police; class 8 of Citizens Fire

What is your educational background?

B.S. in education; M.S. in communications

What is your occupational experience?

over 50 years in commercial real estate development

I hereby affirm that all statements herein are true and correct.

Michael J. Rose

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☒ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanevor
6-3-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowling@GarlandTX.gov

Please Type or Print Clearly:

Date: 6.22.2021

Name: Martha Melaku

Phone

(Home)

Address: 2518 Bison Ct

Phone

(Other)

City, State, Zip: Garland TX 75044

Email

Resident of Garland for 20+ years

Resident of Texas for 30+ years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 7

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Already served on the Property Standards Board and would like to continue to serve. I have worked as a real estate attorney in DFW for the past 13 years and believe the Property Standards Board is a good fit.

If you have previously served on a City Board or Commission, please specify and list dates of service.

CMC - 2009-2014

List civic or community endeavors with which you have been involved.

Garland Civic Theater, Buckner International, Dallas International, Altrusa International, Dallas Bar Association and a Member of the Texas Bar.

What is your educational background?

Political Science UTA

Juris Doctor - University of Oklahoma College of Law

What is your occupational experience?

I have worked in landlord/tenant and real estate law for many years and currently work in construction defect litigation

I hereby affirm that all statements herein are true and correct.

Martha Melaku

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☐ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Library Board

☐ Property Standards Board

☐ Parks and Recreation Board

☐ Plan Commission *

☐ Senior Citizens Advisory Committee

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CSO Suit/Claim Filed

Clerk Signature & Date

Current

Current

Yes

No

Past Due

Past Due

Date Appointed

Appointed By

Date Notified

Disclosure Form Filed

Courtney Vanover
6.22.21

Revised 05/2021

Vanover, Courtney

From: Kurth, Christine
Sent: Tuesday, June 22, 2021 8:27 AM
To: Vanover, Courtney; Daniel, Brenda
Subject: RE: Account Status

Good Morning

Here you go.

Thank you

Christine Kurth
Call Center Supervisor
972-205-2677
Email: CKurth@garlandtx.gov



GARLAND

From: Vanover, Courtney <CVanover@garlandtx.gov>
Sent: Tuesday, June 22, 2021 7:23 AM
To: Daniel, Brenda <BDaniel@garlandtx.gov>; Kurth, Christine <CKurth@garlandtx.gov>
Subject: Account Status

Good morning,

I need to check the account status for the following please:

Martha Melaku-----Good /Current
2518 Bison Court

Thank you!

Courtney Vanover

City Secretary's Office
972-205-2406

Our Mission

We are committed to preserve public trust, deliver quality services, promote economic growth, protect our community and enhance the quality of life for the good of our city and our future.



GARLAND

Vanover, Courtney

From: Boyd, Doriece
Sent: Tuesday, June 22, 2021 2:15 PM
To: Vanover, Courtney
Subject: RE: Account Status

This account has a zero balance.

Doriece Boyd

From: Vanover, Courtney <CVanover@garlandtx.gov>
Sent: Tuesday, June 22, 2021 2:13 PM
To: Boyd, Doriece <DBoyd@garlandtx.gov>
Subject: FW: Account Status

Here is one more please ☺

From: Vanover, Courtney
Sent: Tuesday, June 22, 2021 7:23 AM
To: Daniel, Brenda <BDaniel@garlandtx.gov>; Kurth, Christine <CKurth@garlandtx.gov>
Subject: Account Status

Good morning,

I need to check the account status for the following please:

Martha Melaku
2518 Bison Court

Thank you!

Courtney Vanover

City Secretary's Office
972-205-2406

Our Mission

We are committed to preserve public trust, deliver quality services, promote economic growth, protect our community and enhance the quality of life for the good of our city and our future.



GARLAND



GARLAND

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CITY OF GARLAND
RECEIVED
JUL 14 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: July 12, 2021

Name: CHARLOTTE PIERCE Phone: [REDACTED]

Address: 303 ARMISTRONG DR Phone: -

City, State, Zip: GARLAND, TX 75040 Email: - (Other)

Resident of Garland for 66 years Resident of Texas for 86 years DOB 11.09.34

Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 2

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

PAST SENIOR CITIZENS ADVISORY COMMISSION

If you have previously served on a City Board or Commission, please specify and list dates of service.

REP COUNCIL RICK WILLIAMS ALL TERMS & REElected

REP COUNCIL SCOTT LEWIS ALL TERMS

DYLAN HEDRIC

List civic or community endeavors with which you have been involved.

PAST MEMBER COUNCILMANS ASSOC.

2 YEARS

MYSELF AND MEMBERS START INVESTIGATOR GROUP CRIME WATCH

CITIZEN ON PATROL POLICE DEPARTMENT

What is your educational background?

HIGH SCHOOL - RUTHERFORD BUSINESS SCHOOL - DALLAS
C.B. H. RICHARDSON COLLEGE

What is your occupational experience?

C.I.S.I. TENDERS DIV

GARLAND REPAIR

I hereby affirm that all statements herein are true and correct.

Charlotte Pierce

Board or Commission of first (1st), second (2nd), and third (3rd) choice:

☐ Board of Adjustment

☐ Community Multicultural Commission

☐ Environmental and Community Advisory Board

☐ Garland Cultural Arts Commission

☐ Garland Youth Council

☐ Library Board

☐ Parks and Recreation Board

☐ Plan Commission

☐ Property Standard Board

☒ Senior Citizens Advisory Committee

☐ TIF Downtown

☐ TIF Medical District

☐ TIF South

☐ Unified Building Standards Commission

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504

Email: rdow@GarlandTx.gov

*Plan Commission members must live in district

**Garland Youth Council has a separate application

Revised 02/2020

Courtney Vanover
7-14-21



GARLAND

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**CITY OF GARLAND
RECEIVED
JUL 09 2021
CITY SECRETARY**

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: June 9, 2021

Name: Bruce L. Astin

Phone

(Home)

Address: 1706 Timbercreek Dr.

Phone

(Other)

City, State, Zip: Garland, Texas, 75042

Email

Resident of Garland for 32 years

Resident of Texas for 32 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I have been serving on the Board of Adjustment for the past 16 years,

If you have previously served on a City Board or Commission, please specify and list dates of service.

As stated above, I have serviced on the Board of Adjustemnt.

List civic or community endeavors with which you have been involved.

I was a volunteer with the Boy Scouts of America for 16 year, and was the Scout Master for Troop 884 for 6 years.

What is your educational background?

High School /Some College

What is your occupational experience?

I am retired, but worked in the magazine distribution as a Regional Manager, Marketing manager and District Sales Manager

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office

200 N. Fifth St.

Garland, TX 75040

Fax: 972-205-2504

Email: RDowl@GarlandTX.gov

Courtney Vayner
7.9.21

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUL 09 2021
CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 7/9/2021

Name: Mindy Le

Phone:

Address: 1006 Walnut Pkwy

Phone:

City, State, Zip: Garland, TX 75042

Email:

Resident of Garland for 20+ years

Resident of Texas for 20+ years

Dallas County Voter Registration Number:

City Council District Number 6

Have you ever been convicted of a felony?

☐ Yes

☒ No

Have you ever been convicted of a misdemeanor?

☐ Yes

☒ No

Community Multicultural Commission 2020 - Present

Community Multicultural Commission 2020 - Present

University of North Texas: BS Hospitality Management

BS Merchandising
BS Digital Retailing

Mindy Le

Board or Commission of first, second and third choice:		
☐ Board of Adjustment	<u>2</u> ☒ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Environmental & Community Advisory Board	☐ Garland Youth Council**	☐ Plan Commission
☐ Civil Service Commission	<u>3</u> ☒ Library Board	☐ Senior Citizens Advisory Committee
<u>1</u> ☒ Community Multicultural Commission	☐ Property Standards Board	☐ United Building Standard Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Utility Account Status

CNO Suit/Claim Filed

Client Signature & Date

Current

Current

Yes

Past Due

Past Due

No

Date Appointed

Appointed By

Date Notified

Courtney Vanover
7-9-21

CIVIC / Community Endeavors:

- Junior League of Richardson
- Garland Multi Ethnic Committee
- State Fair of Texas: Starlight Parade Volunteer

Occupational Experience:

- 3+ years Corporate Retail
- Currently Ecommerce & Marketing Coordinator for an Ecommerce Agency and Legal Assistant for a Real Estate Law Firm

Education:

- Southern Methodist University
MA in Dispute Resolution
Graduate Certificate in Healthcare Collaboration and Conflict Engagement



CITY OF GARLAND
RECEIVED
JUL 30 2021

CITY SECRETARY

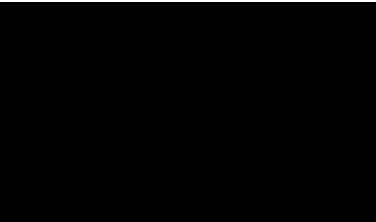
Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

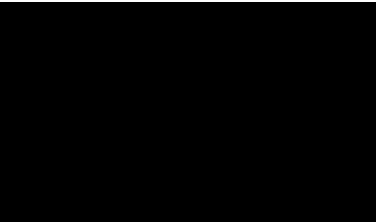
Date: 7/22/2021

Name: DeAnne Driver

Phone: 

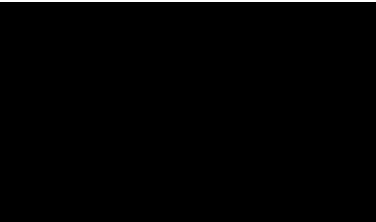
(Home)

Address: 1401 Seminary Ridge

Phone: 

(Other)

City, State, Zip: Garland, TX 75043

Email: 

Resident of Garland for 66 years

Resident of Texas for 66 years

Dallas County Voter Registration Number  Garland City Council District Number 3

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Danced Professionally with Harkness Ballet of NY and the Dallas Ballet. Performed in many of the Garland Summer Musicals

If you have previously served on a City Board or Commission, please specify and list dates of service.

Garland Cultural Arts Commission 1990-present. Served as Chairman 2013-present

List civic or community endeavors with which you have been involved.

Garland Noon Exchange Club, Alumni of both Citizens Police and Fire Academies.

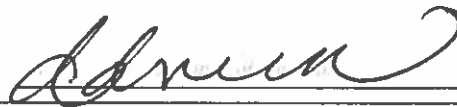
What is your educational background?

Bachelors in Business Administration, Magna Cum Laude, SMU Cox School of Business

What is your occupational experience?

Professional Ballet Dancer, Accountant and Insurance Sales and Service

I hereby affirm that all statements herein are true and correct.



Board or Commission of first, second and third choice:

☐ Board of Adjustment

☒ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed _____

Utility Account Status

Current ☒

Past Due ☐

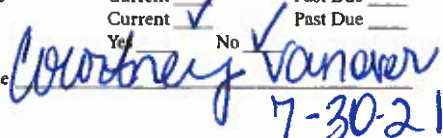
Appointed By _____

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified _____

Clerk Signature & Date


7-30-21

Date Notified _____

Disclosure Form Filed _____

Revised 05/2021



CITY SECRETARY



GARLAND
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Environmental
Community Advisory
Board

Application for City of Garland Boards/Commissions/Committees

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: RDowl@GarlandTX.gov

Please Type or Print Clearly:

Date: 8/4/2021

Name: Patricia Hanson

Phone: [REDACTED]

Address: 1901 Palo Duro

Phone: [REDACTED]

City, State, Zip: Garland TX 75040 Email: _____

Resident of Garland for 38 years

Resident of Texas for 40 years

Dallas County Voter Registration Number [REDACTED]

Garland City Council District Number 1

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Tif 3 Medical Board 2019-2021

If you have previously served on a City Board or Commission, please specify and list dates of service.

see above

Referred by Robert Vera

List civic or community endeavors with which you have been involved.

Northlake Estates Crime Watch Co-President

What is your educational background?

Bachelor of Science Business Administration

What is your occupational experience?

Administration in
Commercial + Residential Real Estate

I hereby affirm that all statements herein are true and correct.

Patricia Hanson

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Garland Cultural Arts Commission

☐ Parks and Recreation Board

☒ Citizens' Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plan Commission *

☐ Civil Service Commission

☐ Library Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Property Standards Board

☐ Unified Building Standards Commission

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status
CSO Suit/Claim Filed

Current
Current
Yes

☒
☒
☒

Past Due
Past Due
No

☐
☐
☐

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

Clerk Signature & Date

Courtney Vanner
8-6-21

Revised 05/2021

CITY OF GARLAND
RECEIVED
MAY 25 2021

CITY SECRETARY



GARLAND

TEXAS MADE HERE

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date:

May 20th, 2021

Name:

Dorothy McAllister

Phone:

Address:

4228 Tynes Circle

Phone:

City, State, Zip:

Garland, TX 75042

Email:

Resident of Garland for ____ years

Resident of Texas for ____ years

Dallas County Voter Registration Number

City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Some teaching before children born

If you have previously served on a City Board or Commission, please specify and list dates of service.

Senior Citizen Advisory Council Apr

List civic or community endeavors with which you have been involved.

Friends of Library

What is your educational background?

BS in Secondary Ed

What is your occupational experience?

I hereby affirm that all statements herein are true and correct.

✓

Signature of Applicant

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☒ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
5-26-21

Revised 05/2021



GARLAND

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CITY OF GARLAND
RECEIVED
JUN 11 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 11 June 2021

Name: David Morehead

Phone

Address: 3402 Burning Tree Lane

Phone

City, State, Zip: Garland, TX 75042

Email

Resident of Garland for 15 years

Resident of Texas for 25 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Eagle Scout
Senior Citizen
West Garland Neighborhood Association board member

If you have previously served on a City Board or Commission, please specify and list dates of service.

Park & Rec. Sept. 2019 - present

Bond Study Board Aug 2016 - Dec 2018

List civic or community endeavors with which you have been involved.

West Garland Neighborhood Association - current president and
previously held other board positions

What is your educational background?

BAAS

What is your occupational experience?

CAD/CAM programmer currently retired
Database Administrator

I hereby affirm that all statements herein are true and correct.

David Morehead

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Building and Fire Codes Board

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Civil Service Commission

☐ Community Multicultural Commission

☐ Electrical Board

☒ Garland Cultural Arts Commission

☐ Garland Youth Council **

☐ Property Standards Board

☐ Library Board

☒ Parks and Recreation Board

☐ Plan Commission *

☐ Plumbing and Mechanical Codes Board

☒ Senior Citizens Advisory Committee

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowling@GarlandTX.gov

Courtney Vanover
6-14-21

Revised 05/2021



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
JUN 28 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 6-26-21

Name: Douglas A. Williams

Phone:

Address: 3810 Burning Tree Ln.

Phone:

City, State, Zip: Garland, TX 75042

Email:

✓ Resident of Garland for 48 years Resident of Texas for 68 years

Dallas County Voter Registration Number [REDACTED] City Council District Number 6

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I have common sense. Good Looking. I'm A Really Nice guy, and Funny too.

If you have previously served on a City Board or Commission, please specify and list dates of service.

Plan Commission x 2; Library Board; Utility Advisory Board; Property Standards Board; Charter Review Committee.

List civic or community endeavors with which you have been involved.

Kiwanis Club; Garland Crime Stoppers; West Area Implementation Committee; The Three Stages Club.

What is your educational background?

High School + Some College.

What is your occupational experience?

Pushing poop for 45+ yrs. Master Plumber.

I hereby affirm that all statements herein are true and correct. Doug A. Williams

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☒ Plan Commission

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Planning and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office
200 N. Fifth St.
Garland, TX 75040
Fax: 972-205-2504
Email: RDowling@GarlandTX.gov

Courtney Vanover
6-30-21
Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 05/15/2021

Name: Caleb Ernst

Phone:

Address: 1813 Timbercreek Dr

Phone:

City, State, Zip: Garland, TX, 75042

Email:

Resident of Garland for 7 years

Resident of Texas for 13 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 6 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I have served on ECAB since July of 2018. During that time I've collaborated with others on programs and policies. I also have similar experience working with the

If you have previously served on a City Board or Commission, please specify and list dates of service.

I have served on ECAB since July of 2018

List civic or community endeavors with which you have been involved.

I participated in the new resident focus group for the market research project. I've also signed on to be a Garland Digital Ambassador. I've attended Leadership Meet and

What is your educational background?

BA in Education from Cedarville University in Cedarville, OH.

Th.M. from Dallas Theological Seminary

What is your occupational experience?

Three years as store manager of UPS Store #5059. Three years as a private tutor. 9 years as the Master Roaster and production manager of White Rock Coffee, in charge.

I hereby affirm that all statements herein are true and correct.

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☐ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

☐ Citizens Environmental and Neighborhood Advisory Committee

☐ Garland Youth Council **

☐ Plumbing and Mechanical Codes Board

☐ Civil Service Commission

☐ Property Standards Board

☐ Senior Citizens Advisory Committee

☐ Community Multicultural Commission

☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

City Secretary's Office

200 N. Fifth St.

Garland, TX 75040

Fax: 972-205-2504

Email: RDow@GarlandTX.gov

Courtney Venable
5-18-21

Revised 05/2021



Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 7-29-21

Name: HAZEL BLANTON

Phone: [REDACTED] (Home)

Address: 906 ALAMO LN

Phone: _____ (Other)

City, State, Zip: GARLAND TX 75040

Email: _____

Resident of Garland for 73 years

Resident of Texas for 82 years DOB 3-15-39

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

appointed by district #6

If you have previously served on a City Board or Commission, please specify and list dates of service.

YES 34RS.

List civic or community endeavors with which you have been involved.

P.T.R. 12YRS OWNED MY OWN BEAUTY SHOP FOR BOY SCOUTS 20 YRS

What is your educational background?

COSMETOLOGY COLLEGE

What is your occupational experience?

55 YRS. HAIR DRESSER

I hereby affirm that all statements herein are true and correct.

Hazel A. Blanton

Board or Commission of first (1st), second (2nd), and third (3rd) choice:

- ☐ Board of Adjustment
- ☐ Community Multicultural Commission
- ☐ Environmental and Community Advisory Board
- ☐ Garland Cultural Arts Commission

- ☐ Garland Youth Council **
- ☐ Library Board
- ☐ Parks and Recreation Board
- ☐ Plan Commission *
- ☐ Property Standard Board

- ☒ Senior Citizens Advisory Committee
- ☐ TIF Downtown
- ☐ TIF Medical District
- ☐ TIF South
- ☐ Unified Building Standards Commission

Return completed application to:

City Secretary's Office
200 North Fifth Street
Garland, TX 75040
Fax: 972-205-2504
Email: rdowl@GarlandTx.gov

*Plan Commission members must live in district

** Garland Youth Council has a separate application

Revised 02/2020



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
JUL 18 2019

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: 07-18-2019

Name: Carlos Porras Phone: [REDACTED]

Address: 3302 S Country Club Rd Phone: [REDACTED]

City, State, Zip: Garland TX 75043 Email: [REDACTED]

Resident of Garland for 12 years Resident of Texas for 54 years

✓ Dallas County Voter Registration Number [REDACTED] Garland City Council District Number 3 ✓

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.

TIF downtown Garland 2018 and 2019

List civic or community endeavors with which you have been involved.

Leadership Garland, GDBA President, Many events downtown
Wild West Cowboy Round
Fall for Garland
Cinco de Mayo

What is your educational background?

BA Business Mgmt UTD.

What is your occupational experience?

Owner Dor Banderas Rest

I hereby affirm that all statements herein are true and correct. [Signature]

Board or Commission of first, second, and third choice:		
☐ Board of Adjustment	☐ Garland Cultural Arts Commission	☐ Parks and Recreation Board
☐ Building and Fire Codes Board	☐ Garland Youth Council **	☐ Plan Commission *
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plumbing and Mechanical Codes Board
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Electrical Board		

* Plan Commission members must live in district ** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒ Past Due ☐
Current ☒ Past Due ☐

CSO Suit/Claim Filed
Clerk Signature & Date

Yes ☐ No ☒
Courtney Vanover

Date Appointed _____

Appointed By _____

Date Notified _____

Disclosure Form Filed _____

Revised 03/2017



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
JUN 01 2021

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees

Return completed application to: City Secretary's Office, 200 North Fifth Street, Garland, Texas 75040

Please Type or Print Clearly:

Date: _____

Name: Cle D. Kimble Phone: N/A _____

Address: 2932 Old Orchard Rd. Phone: _____ (Home)

City, State, Zip: Garland, Texas Email: _____ (Other)

Resident of Garland for 1 years Resident of Texas for 44 years

✓ Dallas County Voter Registration Number _____ Garland City Council District Number 5

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

I'm a healthcare professional that has extensive knowledge of caring and meeting the needs of all people.

If you have previously served on a City Board or Commission, please specify and list dates of service.

N/a

List civic or community endeavors with which you have been involved.

Member of the Orchard Hills Neighborhood Association

What is your educational background?

Master in Healthcare Leadership and Bachelors of Science

What is your occupational experience?

20 years as a Registered Respiratory Therapist

I hereby affirm that all statements herein are true and correct.

Cle D. Kimble

Board or Commission of first, second, and third choice:

☐ Board of Adjustment	☐ Garland Youth Council **	☐ Parks and Recreation Board
☐ Citizens Environmental and Neighborhood Advisory Committee	☐ Property Standards Board	☐ Plan Commission
☐ Community Multicultural Commission	☐ Library Board	☐ Senior Citizens Advisory Committee
☐ Garland Cultural Arts Commission		☐ Unified Building Standards Commission

**Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status
Utility Account Status

Current ☒ Past Due _____
Current ☒ Past Due _____

Date Appointed _____

Appointed By _____

CSO Suit/Claim Filed
Clerk Signature & Date

Yes _____ No ☒
Admitted to membership, 6-1-21

Date Notified _____



GARLAND

TEXAS MADE HERE

**CITY OF GARLAND
RECEIVED
JUN 29 2021
CITY SECRETARY**

Application for City of Garland Boards/Commissions/Committees

Please Type or Print Clearly:

Date: 6-24-2021

Name: RICK JACK R WYATT JR.

Phone:

Address: 614 WORCESTER

Phone:

City, State, Zip: GARLAND, TX 75040

Email:

Resident of Garland for 58 years

Resident of Texas for 70 years

✓ Dallas County Voter Registration Number [REDACTED] and City Council District Number 8

Have you ever been convicted of a felony? ☐ Yes ☒ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

PLANNING COMMISSION, BOARD OF ADJUSTMENT, BUILDING & FIRE CODES BOARD
BUSINESS ASSOCIATION, BUSINESS OWNER, GARLAND GIRLS SOFTBALL, COACH SOFTBALL
FOR 32 YEARS, HEID CLINICS & TAUGHT CLASSES

If you have previously served on a City Board or Commission, please specify and list dates of service.

PLANNING COMMISSION, BOARD OF ADJUSTMENT, BUILDING & FIRE CODE BOARD

List civic or community endeavors with which you have been involved.

GCSA, GARLAND BUSINESS ASSOCIATION, PIANO TECHNICIAN GUILD

What is your educational background?

HIGH SCHOOL
REAL ESTATE COURSER

What is your occupational experience?

WORK IN FAMILY BUSINESS 55 YEARS. OWNED SEVERAL BUSINESSES
REAL ESTATE BROKER

I hereby affirm that all statements herein are true and correct.

for RND

Board or Commission of first, second and third choice:

☐ Board of Adjustment

☐ Electrical Board

☐ Parks and Recreation Board

☒ Building and Fire Codes Board

☐ Garland Cultural Arts Commission

☐ Plan Commission *

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☐ Civil Service Commission

☐ Property Standards Board

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☐ Library Board

* Plan Commission members must live in district

** Garland Youth Council has a separate application

Return completed application to:

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Garland, TX 75040
Fax: 972-205-2504
Email: RDowl@GarlandTX.gov

Courtney Vanover
6-30-21

Revised 05/2021