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, June 5, 2023
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. Interlocal Agreement between the cities of Garland, Mesquite and Forney for the use of the GMRS Regional Radio System

Written staff presentation and recommendation regarding an Interlocal Agreement between the cities of Garland, Mesquite and Forney, prepared by Steve Niekamp Chief Information Officer.

b. Lease of Downtown property located at 625 W. State Street

Written staff presentation and recommendation regarding the lease of Property located at 625 W. State Street to add additional surface-lot parking to the Downtown district, prepared by Letecia McNatt, Downtown Coordinator.

c. NCTCOG Solid Waste Implementation Grant

Written staff presentation and recommendation regarding Parks, Recreation & Cultural Arts regarding the NCTCOG Solid Waste Implementation Grant, prepared by Mathew Grubisich, Parks Director.

4. Verbal Briefings:

a. Introduction of a new member of Team Garland: Tony Irvin, Director of the Street Department

b. Introduction of a new member of Team Garland: Bill Wilson, Director of Facilities Management

c. 2023-2024 CDBG, HOME and ESG Federal Grant Allocation Process

Hear a presentation prepared by Mona Woodard, Neighborhood Services Administrator, and receive Council direction regarding information is being provided for Council review regarding the allocation of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and Emergency Solutions Grant (ESG) funding. In addition to the annual grant entitlement programs, the City will receive a one-time allocation of funding from the HOME American Rescue Plan Grant (HOME-ARP).

d. Downtown Ordinances and Policies - Progress Report

Hear a presentation prepared by Letecia McNatt, Downtown Coordinator, and receive Council direction regarding the Downtown Ordinances and Policies initiative which was introduced in October 2022. Unless otherwise directed by Council this item will be considered at the June 20, 2023 Regular Session.

e. Right of Way Permit Process

Hear a presentation prepared by Michael Polocek, Director of Engineering, and receive Council direction regarding the Right of Way Permit Process.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

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a.

The City Council will adjourn into executive session pursuant to Section 551.071 of the Texas Government Code to deliberate or discuss attorney/client matters concerning privileged and unprivileged client information regarding executive session confidentiality privilege, public social media accounts, and planning and zoning deliberations.

7. Adjourn

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. a.**

Meeting Date:	June 5, 2023
Item Title:	Interlocal Agreement between the cities of Garland, Mesquite and Forney
Submitted By:	Steven Niekamp, Chief Information Officer
Strategic Focus Areas:	

ISSUE

The City of Forney seeks to join the GMRS regional radio system as an infrastructure participant. The GMRS Governance Board approved the request on June 30, 2022. The cities of Garland and Mesquite are the system owners of the core components. The City of Garland Information Technology Department is requesting City Council approval by resolution the City Manager to execute an Interlocal Agreement between the cities of Garland, Mesquite and Forney for the use of the radio system.

RECOMMENDATION

Staff recommends that Council approve the resolution the City Manager to execute an Interlocal Agreement between the cities of Garland, Mesquite and Forney

BACKGROUND

The agreement is for Forney to join the GMRS regional radio system as an infrastructure participant. Forney will provide radio communications coverage with the addition of the radio tower within the city limits of Forney. Forney will provide radio coverage that increases interoperability with Garland first responders as well as other GMRS member cities. The Forney equipment will be configured and provisioned on the Garland and Mesquite owned shared components.

CONSIDERATION

The initial term of the agreement will terminate on September 30, 2026 with automatic successive renewal terms of three (3) years thereafter. In the interest of public safety cooperation, the City shall provide Forney with access to and the use of the system at the agreed upon GMRS Governance Board fee structure.

Attachments

Forney ILA Usage
Forney ILA Participant

INTERLOCAL RADIO SYSTEM USAGE AGREEMENT
(Exhibit "A" - Subscriber Participant Agreement)

This Interlocal Agreement ("Agreement") is made and entered into on this ____ day of ________ 2023 by and between the **CITY OF GARLAND** ("Garland") and **CITY OF MESQUITE** ("Mesquite"), Texas home-rule municipalities (collectively, the "System Owners"), and the **CITY OF FORNEY**, a Texas home-rule municipality ("Forney"). System Owners and Forney may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Forney is local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with one another for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the System Owners and Forney wish to enter into this Agreement to provide for the use of a portion of the additional capacity of the 700 MHz System by Forney under such terms as will not interfere with the use, ownership or operation of the 700 MHz System by the System Owners; and

WHEREAS, System Owners have investigated and determined that it would be advantageous and beneficial to the citizens of their respective jurisdictions to purchase and implement a combined wide area, multi-site digital trucked simulcast radio system that is compliant with P-25 interoperability standards (the "System"); and

WHEREAS, the Parties acknowledge that System Owners have entered into *The City of Garland and the City of Mesquite Radio System Interlocal Agreement* dated July 7, 2015 (the "Garland/Mesquite Radio System ILA"), a copy of which has been provided to Forney regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System; and

WHEREAS, Forney has investigated and determined that it would be advantageous and beneficial to the citizens of Forney to participate in the new System as a Subscriber Participant (defined below).

NOW, THEREFORE, under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the System Owners and Forney, for the mutual consideration hereinafter stated, agree as follows:

Section 1. **<u>General.</u>**

1.01 Definitions.

"700 MHz System" shall mean the 700 Mhz frequencies of the System that System Owners are providing for Forney's use.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Forney and signed by the authorized representatives of each entity.

"Governance Board" means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

"Infrastructure Components" means the equipment, materials, hardware, software, firmware, structures and other items comprising a portion of the System that are located within the municipal boundaries of Forney and which are more specifically detailed and itemized in Exhibit C to that agreement known as "The Cities of Garland and Mesquite and the City Forney Radio System Interlocal Agreement", a copy of which has been provided to and approved by Forney and which is incorporated herein by reference.

"Infrastructure Participants" means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"Initial Term" means that period of time commencing upon the Effective Date and concluding at midnight on September 30th of the fifth calendar year thereafter.

"Participant" means an Infrastructure Participant or a Subscriber Participant and **"Participants"** collectively means all Infrastructure Participants and Subscriber Participants.

"Patching" means cross connecting a radio or Talk Group(s) to other Talk Group(s) or channel(s) on other radio systems.

"Renewal Term" means the five (5) year renewal periods following the Initial Term and beginning on the first day of October immediately following the conclusion of the Initial Term or prior Renewal Term and renewing on October1st of each fifth calendar year thereafter (individually, a "Renewal Term"; collectively, the "Renewal Terms").

"Shared Components" means the components of the System that are jointly owned by System Owners as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners, but also used to support the operations of the Forney Simulcast Cell.

"Simulcast Cell" means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

"Subscriber" or **"Subscriber radio"** means an individual Motorola Phase 2 Project 25 radio used by Forney.

"Subscriber Participant" means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owners, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other related components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as "Non-Infrastructure Participants" and all references in this Agreement to "Subscriber Participant" or "Subscriber Participants" shall mean "Non-Infrastructure Participant" or "Non-Infrastructure Participants" under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"System" means a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Forney's Infrastructure Components.

"System Owners Technical Advisory Board" means the group of technical personnel selected to advise the Governance Board and being more particularly described in Section 6.04 of the Garland/Mesquite Radio System ILA.

"Talk Group" means a specific channel name assigned to Forney.

"Term" means, with the exception of the Initial Term as defined herein above, a five (5) year period, commencing on October 1 and terminating at midnight on September 30th of the fifth calendar year thereafter (the "Termination Date"), unless sooner terminated as provided herein, for each successive Renewal Term.

Section 2. <u>Use of the 700 MHz System.</u>

2.01 <u>Capacity.</u> The System Owners agree to provide Forney use of additional capacity of the 700 MHz System. Exhibit A defines the number of Talk Groups and Subscribers Forney is authorized to use on the System. As technical improvements are made to the 700 MHz System by the System Owners, and provided that the System Owners have sufficient system capacity (as determined by the System Owners in their sole discretion) for their own present and future needs and those of others with whom the System Owners may enter agreements for use of the additional capacity of the 700 MHz System, Forney may add additional units to the 700MHz System under the same terms and conditions contained herein.

2.02 <u>Notification by Subscriber Participant.</u> Forney, as a Subscriber Participant, agree to notify the System Owners Technical Advisory Board of:

(a) Forney's entire inventory of Subscriber radios being used on or in conjunction with the 700 MHz System; and

(b) any changes in that inventory within ten (10) days after such change.

2.03 Talk Group Auto-Roaming. System Owners do not guarantee any Subscriber Participant's Talk Group will be authorized to operate on all tower sites in the System ("auto-roam"). A Subscriber Participant may request, in writing, that the System Owners authorize a Talk Group to auto-roam between towers on the System. In accordance with Article VI of the Garland/Mesquite Radio System ILA, the Technical Advisory Board shall review all such requests to ensure the request does not negatively impact the System's quality of service. The Technical Advisory Board shall recommend the Governance Board authorize or deny the request. The Governance Board shall then, at its sole and final discretion, authorize or deny the request and notify the Subscriber Participant of its decision.

Section 3. Terms of Use. Forney is to use the System strictly in accordance with and under the terms of use set forth in Exhibit A.

Section 4. Fees.

4.01 Payment. Forney shall remit payments to Garland in the amount and manner set forth in Exhibit A.

4.02 Payment source. All payments made by Forney under this Agreement must be made from current revenues available to Forney.

4.03 Adjustment of fees. The System Owners may adjust the annual fees based on an estimation of their variable costs, such as maintenance and operating expenses.

4.04 Pro rata policy. In the event this Agreement terminates on any day other than September 30 of a given year of the Term, a refund or fee shall be made on a pro rata basis.

(a) If the Agreement terminates within a year for which Forney have paid the annual fee, Forney shall be entitled to a pro rata refund of fees paid.

(b) If the Agreement terminates during a year for which Forney has not paid the annual fee, the System Owners shall be entitled to a pro rata payment of fees for the unpaid services. This pro rata payment shall be based upon the fee that would otherwise have been due on the October 1 immediately preceding the termination date, including any adjustment of the fees that has occurred, provided the System Owners sent written notice of the fee adjustment to Forney prior to receiving the requisite written notice set forth in Section 6 below.

Section 5. System Management; Disclaimer of Warranties. It is understood by the Parties that the intent of this Agreement is only for airtime usage of the 700 MHz System, and does not provide Forney control of the System or any part of the System. This Agreement does not provide Forney with any ownership rights to any part of the System. **The System Owners make no representations or warranties, either express or implied, as to the System or its components, and Forney acknowledges that the use of the System is being provided to Forney on an "AS-**

IS", "WHERE IS" basis with any and all latent and patent defects. The System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any particular purpose or fitness for the uses intended by Forney. Forney assumes the entire risk as to the results and use of the System or its components. The System Owners shall not be liable to Forney, its employees, agents, representatives, officials or to any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Forney and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if the System Owners have been advised of the possibility of such damages. The System Owners and their employees, agents, representatives and officials shall not be liable to Forney, its employees, agents, representatives, officials or any other person or entity for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Forney and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Forney agrees to indemnify and hold the System Owners and their respective employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Forney. It is expressly intended by the Parties that the disclaimer of warranties and the indemnity by Forney contained in this Section 5 shall expressly survive the expiration or termination of this Agreement.

Section 6. Termination.

6.01 Termination by owner. The System Owners may terminate this Agreement upon providing Forney with the lesser of

(a) at least one hundred and twenty (120) days' written notice of termination for terminations made on an at-will basis; or

(b) thirty (30) days written notice to Forney in the event Forney fails to make any payment due or otherwise breaches an obligation of Forney under this Agreement;

6.02 Termination by Forney. Forney may terminate this agreement, at will and without cause or penalty, upon providing the System Owners with at least one hundred and twenty (120) days' written notice of termination.

6.03 Termination for failure to appropriate. Forney agrees to notify the System Owners within five (5) business days if Forney fails to appropriate funds for payment of its obligations under this Agreement. This Agreement will expire thirty (30) days after provision of the written notice.

6.04 Payment or refund of fees upon termination. Upon termination of this Contract on any day other than September 30 of a given year, any payment or refund shall be on a pro rata basis as set forth in Section 4.04 of this Agreement.

Section 7. Garland/Mesquite Radio System ILA; Waiver, Release and Covenant Not to Sue. The Parties acknowledge that Garland and Mesquite have entered into the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney, regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, Mesquite has certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in the Garland/Mesquite Radio System ILA. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, this Agreement does not affect or limit in any way Mesquite's right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event Mesquite exercises its right to terminate the Garland/Mesquite Radio System ILA under the terms and subject to the conditions set forth in the Garland/Mesquite Radio System ILA, (i) the System as defined in this Agreement and the Participant Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland nor Forney shall have any right to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA.

Section 8. Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to System Owners:

Garland Representative:
Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040
972-781-7205

Notices to Forney:

Forney Representative:
Support Services Manager
City of Forney
101 Main Street
Forney, Texas 75126
972-552-6620

With a copy to

City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Mesquite Representative:
Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:
City Attorney
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

Section 9. Dispute Resolution.

9.01 In general. In the event of a dispute between the Parties regarding the terms, performance, or any other aspect of this Agreement, the Parties shall attempt to resolve the dispute as set forth in this Section.

9.02 Opportunity to cure. If a Party asserts that any other Party(s) has breached any provision of this Agreement or any active Work Order, the non-breaching Party shall provide the breaching Party(s) written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The breaching Party(s) shall have one hundred and twenty (120) days to cure any such breach.

9.03 Informal mediation. The Parties agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from the Parties' respective City Attorney's office, shall conduct a meeting, via telephone or in person, and shall conduct a substantive discussion of each and every dispute in a good faith effort to resolve the dispute.

9.04 Formal mediation. In the event the Parties are unable to resolve the dispute through the informal mediation procedure set forth above, the Parties shall submit the dispute to formal mediation to be conducted at a mutually acceptable location in Dallas County, Texas. Formal mediation shall be a prerequisite for filing suit. The mediator shall be selected as follows:

(a) The Parties may jointly agree upon a particular mediator. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants, such as expert witnesses for any side, shall be paid by the Party requesting the participant's attendance.

(b) If the Parties are unable to jointly agree upon a mediator, the Parties shall request the American Arbitration Association ("AAA") to appoint a mediator and conduct the mediation under the AAA's Commercial Mediation Procedures. All mediation expenses, including any fees imposed by the AAA as well as any required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants for any Party shall be paid by the Party requesting the participant's attendance.

9.05 Litigation. In the event the Parties are unable to resolve any dispute through either informal or formal mediation, the dispute may be pursued through litigation.

9.06 Venue. The exclusive venue for all disputes shall be in any civil District Court of Dallas County, Texas.

9.07 Recovery of litigation costs. The prevailing Party(s) shall be entitled to recover costs, reasonable expenses, expert fees and reasonable attorneys' fees incurred in connection with the dispute, including expenses incurred through the formal mediation process described in Section 9.04. For purposes of this section, a claimant or plaintiff is a "prevailing party" if it recovers at least eighty percent (80%) of the monies it seeks as damages, or obtains all injunctive relief it might seek, otherwise, the respondent or defendant shall be the prevailing Party(s). If no Party is a "prevailing party", then each Party shall bear its own costs, reasonable expenses, expert fees and reasonable attorney's fees.

Section 10. No Assignment. No Party shall have the right to assign its interest in this Agreement without the prior written consent of the other Parties.

Section 11. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 12. Waiver. Both the System Owners and Forney shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving Party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the non-waiving Party(s). No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 13. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. All Parties have participated in the negotiation and preparation of this Agreement, and this Agreement shall not be construed either more or less strongly against or for any Party.

Section 14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 15. Entire Agreement. It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement may only be modified by a writing signed by all Parties that expressly calls for its modification and not by implication from any other written document or oral agreement. This shall not prevent other documents from being incorporated by reference.

Section 16. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

Section 17. No Creation of Debt. To the extent, if any, that this Agreement imposes an obligation on any Party to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of said Agreement. All obligations of a Party under this Agreement are payable solely from that Party's operations budget in parity with all other operating expenses of that Party and no ad valorem tax revenue or other revenues of that Party shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement nor shall any Party have the right to demand payment of any amounts under same be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of any Party of such kind as to require that Party to levy and collect ad valorem taxes to discharge its obligations and no obligation of any Party to make a payment or other expenditure under same shall be payable through funds raised by taxation. No Party has created and no Parties are required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, each Party retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each Party is entering into this Agreement in its governmental capacity and the subject and nature of these agreements are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

Section 18. No Waiver of Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

Section 19. **Rights of Non-parties.** Nothing contained in this Agreement shall be construed to give or grant any rights to persons or entities not a party to this Agreement..

EXECUTED this ___ day of ____________________, 2023.

CITY OF GARLAND, TEXAS

____
Judson Rex
City Manager

Approved as to form:

____
Stephen M. Hines
Sr. Assistant City Attorney

EXECUTED this ____ day of ____________________, 2023.

CITY OF MESQUITE, TEXAS

____
Cliff Keheley
City Manager

Approved as to form:

____
Stephanie Neal
Assistant City Attorney

EXECUTED this 8th day of May, 2023.

CITY OF FORNEY, TEXAS

Charles W. Daniels
Charles W. Daniels
City Manager

Approved as to form:

JBSmith
Jennifer Barnes Smith, City Attorney

EXHIBIT A

TERMS OF USE

1. All definitions set forth in the Usage Agreement are incorporated herein by reference.

2. The System Owners own Federal Communications Commission (FCC) license(s) that the System uses for its operation for site 1. Site 1 is defined as the original nine-site simulcast system. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide Forney with any rights whatsoever to the System Owners' FCC license(s) or to the radio frequency spectrum used by the System. Forney is the owner of the FCC frequencies that will comprise its radio tower and dispatch center. Forney must maintain and comply with FCC rules and regulations.

3. The installation and maintenance of the System zone controller equipment is the responsibility of the System Owners unless otherwise stated in this Agreement.

4. The System Owners make no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Forney is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for Forney's equipment.

5. In order to ensure hardware and software compatibility with the System infrastructure, all Subscriber radios and console(s) intended for use by Forney on the System shall be compliant with Project 25 Phase 2 TDMA standards established by the Telecommunications Industry Association. The use of unauthorized radios on the System may result in suspended operation of the unauthorized radios, the Subscriber radios, and/or termination of this Agreement.

6. Antennas greater than 3dB will be not allowed for mobiles and consolettes. Power settings may not exceed 15 watts. Exceptions may be made upon approval of the System Owners.

7. The use of the System is for voice communications. The use of data shall be restricted and must be approved by the System Owners.

Applicable Fees

8. Forney agrees to pay the System Owners a fee of One Hundred Twenty-One and 50/100 Dollars ($121.50) per year for each authorized Talk Group and a fee of Eighty-Four and No/100 Dollars ($84.00) per year for each of Forney's Subscriber radios. Payment of the initial sum shall be calculated on a pro rata basis from the Effective Date through September 30, 2023. Payment of the initial sum under this Agreement is due on the Effective Date. Thereafter, payment shall be due on or before the first day of October of each year of this Agreement. System Owners may adjust the annual fees based on an

estimation of its variable costs, such as maintenance and operating expenses. System Owners agree to notify Forney one hundred and twenty (120) days prior to the effective date of the fee adjustment. All payments made by Forney under this Agreement must be made from current revenues available to Forney.

9. Forney agrees to pay the System Owners a one-time fee of One Hundred and No/100 Dollars ($100.00) for each Subscriber radio added to the System. This fee covers the administrative duties of the System zone controller and the initial programming of the new Subscriber. This fee shall be paid when Forney request the new Subscribers be added to the System.

10. Forney agrees to pay the System Owners a one-time fee of One Thousand Five Hundred and No/100 Dollars ($1,500.00) for each console position added to the System. This fee covers the administrative fees and console programming of the zone controller only. Forney must provide the System Owners the console design parameters, Motorola equipment list and installation services for review. This fee shall be paid when Forney requests System Owners program the console to be added to the System.

11. All payments to System Owners under this Agreement must be made payable to Garland, which shall hold such payments in trust for the benefit of the System Owners.

12. The System Owners authorize Forney the use of thirteen (15) Talk Groups and up to two hundred (250) Subscriber radios on the System.

13. Forney agrees to maintain a Motorola ASTRO 25 System Upgrade Agreement II (SUA II) for all fixed network equipment. In the event the SUA II is not maintained, the System Owners will notify Forney that the fixed network equipment will be disconnected from the zone controller. Forney shall be responsible for the loss of functional when disconnected from the zone controller.

14. Forney shall retain a maintenance agreement on Subscriber radios, consoles and other fixed network equipment.

15. The use of telephone interconnect is not authorized.

16. Due to radio infrastructure resource allocations required by the "Private Call" function, Forney shall not utilize "Private Call" on the System.

17. Patching shall be done only as necessary for a specific event or emergency. Should continuous patching to other systems or agencies become necessary, Forney shall obtain prior written approval from the Governance Board described in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney.

18. System Priorities. The Parties agree that priority of radio transmissions on the System shall be as follows (from highest to least priority):

a. Emergency Activation
b. Police/Fire
c. General Government

It is Forney's responsibility to provide the System Owners a list identifying which Subscriber radios fall within each of these categories.

THE CITIES OF GARLAND AND MESQUITE AND THE CITY OF FORNEY RADIO SYSTEM INTERLOCAL AGREEMENT (Participant Agreement)

This Interlocal Agreement (this "Agreement") is entered into as of the Effective Date between the **CITY OF GARLAND ("Garland") and CITY OF MESQUITE ("Mesquite"),** Texas home-rule municipalities with the authorization of their governing bodies, (hereinafter collectively referred to as "System Owners"), and the **CITY OF FORNEY ("Forney"),** a Texas home-rule municipality with the authorization of its governing body. System Owners and Forney may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

WHEREAS, System Owners and Forney are local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, System Owners currently own and operate a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, System Owners entered into the City of Garland and the City of Mesquite Radio System Interlocal Agreement dated July 7, 2015 (the "Garland/Mesquite Radio System ILA"), to implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the radio system as defined herein below and being hereinafter referred to as the "System"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is anticipated that various municipalities, school districts and other third parties will participate in the System by using services provided by the System (individually a "Participant" and collectively the "Participants"); and

WHEREAS, pursuant to the Garland/Mesquite Radio System ILA, it is further anticipated that some Participants (individually, an "Infrastructure Participant" and collectively, the "Infrastructure Participants") will purchase and locate within their municipal boundaries various items of equipment, materials, hardware, firmware, structures, and other items composing a portion of the System ("Infrastructure Components"); and

WHEREAS, Forney desires to: (i) participate in the System as more fully set forth herein and in that certain Interlocal Radio System Usage Agreement (as defined below); and (ii) purchase the

Infrastructure Components more fully described herein as the "Forney Infrastructure Components," upon the terms and conditions more fully set forth herein; and

WHEREAS, in order to provide dependable/mission-critical radio service for use by System Owners, Forney and all other Participants, the Parties desire to enter into this Agreement allowing Forney to participate in the System, which radio system coverage is essential and a necessary component of providing certain vital governmental services by each of the Parties and other Participants, including, without limitation, police, fire, emergency medical, and public works protection provided by each of the Parties and other Participants to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens of each of the Parties and other Participants both now and in the future; and

WHEREAS, concurrently with the execution of this Agreement, the Parties shall execute that certain Interlocal Radio System Usage Agreement in the form attached hereto as **Exhibit A** and fully incorporated herein by reference, which may be amended from time to time as more fully set forth therein, which expressly sets forth the rights, duties, obligations, and responsibilities of Forney as an Infrastructure Participant to the System (the "Interlocal Radio System Usage Agreement"); and

WHEREAS, System Owners will enter into communication systems agreements with the Selected Vendor, relating to the purchase and installation of the System and its components and are joint owners in the Shared Components (defined below) of the System; and

WHEREAS, the Parties desire to enter this Agreement for the purpose of memorializing the agreement of the Parties regarding Forney's participation in the System as an Infrastructure Participant (defined below).

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

I. DEFINITIONS

Any capitalized terms used within this Agreement and not otherwise defined herein shall have the meanings set forth in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Forney. Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

"Act" shall have the meaning set forth in the Recitals to this Agreement.

"Business Day" means any day other than a Saturday, Sunday, or official City holiday in which any of the Parties' respective City Offices are closed for business.

"Communication System Agreement" or **"CSA"** means that certain Communication System Agreement to be entered into between System Owners (as Buyer) and the Selected Vendor (as Seller) relating to the purchase and installation of the Non-Shared Components of the System to be purchased by System Owners (as defined in the Garland/Mesquite Radio System ILA). Forney shall enter into its own CSA with the Selected Vendor for all non-shared components.

"Default" shall mean the failure of a Party to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for thirty (30) days after written notice by any non-defaulting Party to the defaulting Party and copied to all other Parties.

"Effective Date" means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Forney and signed by the authorized representatives of each entity.

"Governance Board" means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

"Infrastructure Costs" means those costs relating to the purchase, installation, operation, repair, maintenance, and upgrade of Forney's Infrastructure Components (as defined below) including, but not limited to, all amounts to be paid pursuant to Forney's CSA for the purchase and installation of Forney's Infrastructure Components and all amounts to be paid pursuant to the SMA relating to repair and maintenance of Forney's Infrastructure Components. These Infrastructure Costs shall be itemized in detail by an addendum executed by each of the Parties and attached to this Agreement and incorporated by reference as **Exhibit B** after design review by the Selected Vendor.

"Infrastructure Participants" means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"Non-Shared Components" means the components of the System individually owned by each System Owner, individually, as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also refer to the components owned by Forney and located within its own municipal borders or placed within the Garland/Mesquite System as necessary to support Forney's radio tower.

"Forney Infrastructure Components" means the equipment, materials, hardware, software, firmware, structures and other items composing a portion of the System that are located within the municipal boundaries of Forney and which are more specifically detailed and itemized in **Exhibit C** attached hereto and incorporated herein by reference.

"Participant" means an Infrastructure Participant or a Subscriber Participant, and **"Participants"** collectively means all Infrastructure Participants and Subscriber Participants.

"Participant Fee Fund" means the fund consisting of the Participant Fees described in Section 7.01 of this Agreement.

"Participant Fees" means all fees paid by Participants to use the System.

"RFP" means that certain Request For Proposal dated August 12, 2014 and titled ***Cities of Garland, Mesquite, Rowlett & Sachse P25 Radio System Request for Proposal RFP No 4469-14,*** published and distributed by Garland on or about August 13, 2014, and advertised by Garland for the purpose of seeking proposals from qualified vendors relating to the purchase, installation, repair and maintenance of the System and related services as described therein.

"Selected Vendor" means the vendor from whom the System Owners agree to purchase the Shared Components of the System and from whom the Parties individually agree to purchase their respective Non-Shared Components of the System.

"Selected Maintenance Vendor" means the vendor System Owners select and with whom System Owners enter into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System. The term shall also refer to the vendor with whom Forney enters into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System.

"Shared Components" means the components of the System that are jointly owned by Garland and Mesquite as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners (as set forth in the Garland/Mesquite Radio System ILA, but also used to support the operations of Forney's Simulcast Cell.

"Simulcast Cell" means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

"Subscriber Participant" means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owner, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other subscriber components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as "Non-Infrastructure Participants" and all references in this Agreement to "Subscriber Participant" or "Subscriber Participants" shall mean "Non-Infrastructure Participant" or "Non-Infrastructure Participants" under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

"System" means a wide area, multi-site ("simulcast") digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Forney's Infrastructure Components.

"System Maintenance Agreement" or **"SMA"** means that certain System Maintenance Agreement to be entered into between Garland (as Customer) and the Selected Maintenance

Vendor relating to ongoing repair, maintenance, and support (hardware and software) of the Non-Shared Components of the System owned by Garland, Mesquite, Rowlett, as well as that for maintenance of Forney's Infrastructure Components.

"System Owner(s)" means, in the singular form, either Garland or Mesquite; in plural form, the term means both Garland and Mesquite collectively.

"Term" means the term of this Agreement as defined in Section 2.01.

II. TERM
TERMINATION

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the "Initial Term") in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a "Renewal Term" and collectively the "Renewal Terms") unless either Party terminates this Agreement by written notice to the other Party at least seven hundred and twenty (720) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the "Term".

2.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, each Party is subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each Party under the terms of this Agreement shall be subject to such Party's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Parties at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the next fiscal year. In the event the City Council of any Party fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such Party under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Parties written notice of the non-appropriation of funds within five (5) days after such Party fails to appropriate the necessary funds. The termination of this Agreement because of any Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Early Termination During Initial Term. Notwithstanding anything to the contrary herein, any Party may terminate this Agreement based on any other Party's Default prior to the end of the Initial Term or during any Renewal Term.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.02 above. In the event a Party terminates this Agreement pursuant to Section 2.02 above, the terminating Party shall reimburse the non-terminating Parties, as well as any affected Infrastructure Participant for reasonable costs associated with reconfiguring the System as is necessary for the non-terminating Parties and all other Participants to continue to access, use, maintain and repair the System. In addition, all Article XII Default provisions shall apply. The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Effect of Termination of this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above. In the event either Party terminates this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above, the following provisions shall apply:

(i) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the System or its components including, without limitation, Forney's Infrastructure Components, incurred or accrued prior to the date of the termination;

(ii) All Forney's Infrastructure Components of the System, if previously conveyed by Garland to Forney, shall continue to be owned 100% by Forney; and

(iii) The provisions of this Section 2.05 shall expressly survive the termination of this Agreement.

2.06 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with Section 7.07 below.

III. INTERLOCAL RADIO SYSTEM USAGE AGREEMENT

The Parties shall execute an Interlocal Radio System Usage Agreement with this Agreement, which may be amended from time to time, in the form attached hereto as **Exhibit A**, and fully incorporated herein by reference, which expressly sets forth the rights, duties, obligations, and responsibilities of Forney as Infrastructure Participants of the System.

IV. PURCHASE AND INSTALLATION OF INFRASTRUCTURE COMPONENTS; MAINTENANCE

4.01 CSA for Forney's Infrastructure Components. The Parties acknowledge that Forney has entered into a CSA with the Selected Vendor relating to the purchase of the hardware, software and all other components of the System to be located within Forney and constituting Forney's Infrastructure Components of the System. System Owners shall comply with applicable competitive bidding laws and requirements and Forney and System Owners expressly consent to cooperative purchasing.

4.02 Forney's Infrastructure Components. Forney shall maintain title to Forney's Infrastructure Components as described in Exhibit C (the Itemized List of Infrastructure Components to be conveyed to Forney upon receipt of reimbursement payments). Forney will maintain the same hardware and software levels as needed to connect to the System Owners' master site. System Owners will maintain all of their infrastructure components during the term of this Agreement that are needed to support Forney's infrastructure. This will include the master site and all associated components needed to support the systems connected by Forney, the tower site that will be used to support Forney's Simulcast Cell's connection to the master site, and the microwave system that will also be used to support the connection of Forney system.

4.03 Invoices from the Selected Vendor and Selected Maintenance Vendor for Forney Infrastructure Components. Forney will be responsible for all of the maintenance costs of the components of Forney's infrastructure and components added to the System needed to support Forney's radio system operation. System Owners will be responsible for the maintenance costs and vendor support for the master site and all components supporting the connection of Forney's components to the System Owners' master site. Forney's contributions to the maintenance costs of the System Owners' equipment used to support Forney's system shall be included in the user fees Forney pays to System Owners.

4.04 Disputed Invoices. If a Party disputes any amount appearing on an invoice from the Selected Vendor or Selected Maintenance Vendor, the Party disputing the invoice shall provide a written notice to Mesquite/Garland and the Selected Vendor or Selected Maintenance Vendor, as applicable, not later than thirty (30) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A Party disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a Party shall, in fact, be determined to be due, the Party disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments pursuant to the CSA or SMA, which amounts said Party shall pay directly to the Selected Vendor or Selected Maintenance Vendor, as applicable.

V. RIGHT OF ACCESS

5.01 License to Enter, Access, Ingress, Egress and Use the System.

(a) The Parties agree to reasonably cooperate with the Selected Vendor, the Selected Maintenance Vendor, and the other Parties with respect to the installation, operation, maintenance, repair, and use of the System, including Forney's Infrastructure Components, and agree to take such actions that are reasonable and necessary to ensure that the Selected Vendor is able to timely perform its obligations under the CSA, and the Selected Maintenance Vendor is able to timely perform its obligations under the SMA. For and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the provisions of subpart (b) of this section, Forney hereby grants licenses to both System Owners to enter and access Forney's property including, without limitation, rights of ingress and egress over, across, upon and through Forney's property to the extent reasonable and necessary for System Owners, either acting individually or collectively, to access and use the System, including Forney's Infrastructure

Components, and further grants to the System Owners, subject to the provisions of subpart (b) of this section, rights of entry and access including, without limitation, rights of ingress and egress over, across, upon and through those portions of Forney's facilities and property on which any component of the System is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System, including Forney's Infrastructure Components. Forney further agrees to grant the Selected Vendor and the Selected Maintenance Vendor, their employees, agents, and subcontractors a license, subject to the provisions of subpart (b) of this section, to enter and access Forney's property including, without limitation, rights of ingress and egress over, across, upon and through Forney's facilities and property for the purpose of installing, inspecting, and testing the System including, without limitation, Forney's Infrastructure Components and, as long as the SMA is in effect, for the purpose of operating, maintaining, repairing, and upgrading the System including, without limitation, Forney's Infrastructure Components.

(b) Notwithstanding the foregoing, System Owners shall use reasonable efforts to provide prior notice to Forney prior to the exercise of any right of ingress and egress over, across or upon Forney's facilities or property by either of the System Owners, the Selected Vendor and the Selected Maintenance Vendor. Forney may enforce reasonable and necessary security measures with respect to access to Forney's property and facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect Forney's property and facilities, the health and safety of employees, residents, citizens, and businesses, or to comply with applicable state and federal laws and regulations. In the event access to Forney's facilities or property where any component of the System is located requires an escort or requires entry or access by an employee or representative of Forney, Forney shall provide, at Forney's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by either System Owner. The Parties specifically acknowledge that each Party is making substantial expenditures in connection with the purchase of the System in reliance on the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners as more fully set forth in this Article V. The Parties expressly agree that the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V are irrevocable and coupled with an interest and shall not be terminated during the Term of this Agreement.

5.02 Enforcement of Rights of Entry, Access, Ingress, Egress and Use of the System. The Parties acknowledge that the major components of the System are owned by System Owners and that the System was purchased and installed to provide emergency public safety services to System Owners and all Participants of the System, and that it is critical that System Owners and all Participants of the System have continued and uninterrupted access to and use of Forney's Infrastructure Components. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the licenses, rights of entry, access, ingress, egress and use of the System including, without limitation, Forney's Infrastructure Components, granted pursuant to Section 5.01 above shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance. The Parties further agree that in the event Forney fails to allow or interferes with System Owners' exercise of their rights of entry, access, ingress, egress or use of the System as more fully set forth in Section 5.01 above, System Owners, acting individually or collectively, shall have the right to enforce the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners pursuant to Section 5.01 above immediately without waiting the thirty (30) day period for such failure to rise to a Default under the terms of this Agreement.

5.03 Survival. All covenants, agreements, terms, provisions, obligations, rights and remedies of the Parties set forth in Article V of this Agreement shall expressly survive the termination of this Agreement.

VI. ADMINISTRATION AND OPERATION OF THE SYSTEM; FORNEY'S RIGHT OF ACCESS FOR SYSTEM USE

6.01 Governance Board. The Garland/Mesquite Radio System ILA creates a governance board to operate and administer the System that is comprised of three (3) representatives from Mesquite and three representatives from Garland, each appointed by their respective City Managers, and one (1) representative for the remaining Infrastructure Participants, selected by the City Manager or Town Administrator of the municipality entitled to appoint a representative for that term (the "Governance Board"). The representatives appointed by the respective City Managers of System Owners shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the city that appointed such representative. Each representative appointed by an Infrastructure Participant shall serve a one-year term and the position shall rotate between Infrastructure Participants annually. The first Infrastructure Participant member to serve on the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time the members of the Governance Board are initially appointed. Each succeeding appointment of an Infrastructure Participant member to the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time of the appointment that has not already appointed a representative to serve as a member on the Governance Board. If, at the time of any succeeding appointment to the Governance Board, all Infrastructure Participants have previously had representatives who have served as members of the Governance Board, the Infrastructure Participant with the largest citizen population will appoint a representative to serve on the Governance Board for the then current one-year term and after serving such one-year term, that Infrastructure Participant shall not be eligible to appoint a member to the Governance Board until all other Infrastructure Participants existing at the time of the appointment have appointed members to serve second one (1) year terms. This process for appointing the Infrastructure Participant member to the Governance Board shall be repeated similarly for Infrastructure Participants appointing members to serve third, fourth and subsequent one (1) year terms on the Governance Board. Forney, as an Infrastructure Participant, shall from time to time, be eligible to appoint one (1) representative to serve as a member of the Governance Board in accordance with the procedure set forth above. Each appointment by Forney Infrastructure Participant shall be for a one (1) year term. All members of the Governance Board shall serve at the pleasure of the City or Town appointing such member and may be removed from the Governance Board with or without cause at any time by action of the City Manager, Town Administrator, or the governing body of the City or Town appointing such member.

6.02 Technical Advisory Board. A Technical Advisory Board has been created and comprised of a group of technical personnel selected to advise the Governance Board (hereinafter "Technical Advisory Board"), in accordance with the terms and conditions of the Garland/Mesquite Radio System ILA. The Technical Advisory Board shall consist of two (2) representatives from each of the System Owners, appointed by the City Managers of each city, respectively. Every other Infrastructure Participant (including, without limitation, Forney) may select up to two (2) persons to serve on the Technical Advisory Board; provided, however, none of the representatives of Infrastructure Participants serving on the Technical Advisory Board shall have authority to make any motions or to vote on any matter. All members serving on the Technical Advisory Board shall serve until such member resigns in writing or is removed or replaced by the City Manager, Town Administrator, or the governing body of the city or Infrastructure Participant that appointed such representative. All members of the Technical Advisory Board shall serve at the pleasure of the city or town appointing such member and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager, or Town Administrator or the governing body of the city or Infrastructure Participant appointing such member.

6.03 Covenant to Access and Use the System in Accordance with Procedures Established by Governance Board. Forney grants to the Governance Board the right to establish rules, regulations, procedures and guidelines in connection with the operation, administration, access and use of Forney's Infrastructure Components. Forney hereby covenants and agrees to timely keep and perform all rules, regulations, procedures and guidelines established by the Governance Board in connection with the operation, administration, access to and use of the System.

6.04 Covenant to Timely Pay Participant Fees. Forney covenants and agrees to timely pay all Participant Fees as more fully set forth in the Interlocal Radio System Usage Agreement and as hereafter established by the Governance Board to System Owners at the addresses set forth in Section 7.07 below (or at such other address as System Owners may hereafter notify Forney of in writing). The Governance Board shall establish Participant Fees based on generally accepted accounting principles and set at rates designed to cover costs of operation, maintenance, repair, replacements, upgrades, and administration of the System on a non-profit basis. Forney shall have the right to inspect, at Forney's expense and on reasonable notice and during normal business hours, the books and records of the Governance Board upon which Participant Fees are based. All such Participant Fees shall be due and payable on such dates as set forth in the Interlocal Radio System Usage Agreement or on such dates as established by the Governance Board. In the event there is a conflict between the payment dates set forth in the Interlocal Radio System Usage Agreement and the payments dates now or hereafter established by the Governance Board, the dates established by the Governance Board shall control.

6.05 Right to Access and Use the System. Provided Forney is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by Forney under the terms of this Agreement, Forney shall have the right to access and use the System during the Term of this Agreement in accordance with the terms and conditions of this Agreement, the Interlocal Radio System Usage Agreement, and the rules, regulations, procedures and guidelines established by the Governance Board.

6.06 Right to Access and Use Forney's Infrastructure Components. During the Term, provided System Owners are not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by either System Owner under the terms of this Agreement, System Owners and all Participants shall have the right to access and use Forney's Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board. This would primarily include the use of the System Owners' Simulcast Cell or Forney's Simulcast Cell to extend coverage for first responders who may be providing mutual aid outside of the coverage area of their respective simulcast cell. The Technical Advisory Board will provide guidance in how user radios will be programmed.

6.07 Right to Access and Use the System Owners' Infrastructure Components. During the Term, provided Forney is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a by Default by Forney under the terms of this Agreement, System Owners and all Participants shall have the right to access and use the System Owners' Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board.

6.08 Forney Access to the System. Forney will have the right to implement its system and connect it to the System, which will include the following items:

A. Installation of the required radio network components in the existing Forney equipment room that houses the Mesquite MPLS and radio tower components. This will be used to support the network link to Forney's trunked radio site and dispatch center.

B. Forney will perform a structural analysis on the Forney tower adding the new antenna systems. In the event the structural analysis reports the tower is loaded beyond 85%, Forney at its own expense will pay the selected vendor to remediate the tower to not exceed 85%.

C. Usage of the System Owners' MPLS system for connection to the System Owners' master site. System Owners will have control over the MPLS systems.

D. Connection of the Controller to the System Owners' master site through the above-mentioned systems.

E. Connection of four (4) MCC7500 dispatch consoles to the master site.

F. The Governance Board will manage data capabilities and how it is administered.

G. Additional software licenses to the System Owners' master site as listed in the table below:

QTY DESCRIPTION

1 ADD: ASTRO 25 FDMA SITE LICENSE
1 ADD: P25 PHASE 2 TDMA SITE LICENSE
3 ADD: DUAL DYNAMIC MODE LICENSES
1 ADD: UNC ADDITIONADEVICE LICENSES
130 ADD: RADIO MANAGEMENT LICENSES FOR EXISTING GMRS RM SERVER

IMW LICENSES
1 ADD: ADDITIONAL RESOURCES
1 ADD: ADDITIONAL 100 LOCATION
1 ADD: ADDITIONAL 100 PRESENCE

VII. PARTICIPANT FEE FUND; MISCELLANEOUS PROVISIONS

7.01 Participant Fee Fund. Forney shall pay a reasonable fee to System Owners, as set by the attached Interlocal Radio System User Agreement, for the use of the System Owners' master site and roaming onto the System Owners' Simulcast Cell. All such fees for use of the System shall be remitted to Garland to be held in trust for the benefit of the System Owners. Such fees as set by the Governance Board shall be due and payable on such dates as set forth by the Governance Board.

7.02 Insurance on Forney's Infrastructure Components. In the event of any casualty or other damage or loss to Forney's Infrastructure Components, Forney shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all of Forney's Infrastructure Components. Prior to the date the risk of loss on Forney's Infrastructure Components is transferred to Forney, Forney shall secure replacement cost "broad form" or "special form" property insurance insuring Forney's Infrastructure Components or self-insure Forney's Infrastructure Components against damage and loss. Such insurance shall identify System Owners as joint loss payees with respect to Forney's Infrastructure Components. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by Forney to repair or replace Forney's Infrastructure Components at their sole cost and expense in the event of any damage or loss to Forney's Infrastructure Components.

System Owners shall abide by the preceding clause reciprocally in regard to the Garland-owned master site and all components needed to support Forney's Simulcast Cell and dispatch centers.

7.03 Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

7.04 Entire Agreement; Conflict. This Agreement, including the attached Interlocal Radio System Usage Agreement, represents the entire and integrated agreement between System Owners and Forney, and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties. In the event of a conflict between the terms and conditions of this Agreement and the attached Interlocal Radio System Usage Agreement, but not including definitions expressly defined in either agreement, the terms and conditions of this Agreement shall control.

7.05 Notices. All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below. Any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days' prior written notice of such change of address in the manner set forth herein:

Notices to System Owners:

Garland Representative:
Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040
972-781-7205

With a copy to
City Attorney
City of Garland
200 North Fifth Street, 4th Floor
Garland, Texas 75040

Notices to Forney:

Forney Representative:
Support Services Manager
City of Forney
101 Main Street
Forney, Texas 75126
972-552-6620

With a copy to
City Attorney
City of Forney
101 Main Street
Forney, Texas 75126

Mesquite Representative:
Fire Chief
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:
City Attorney
City of Mesquite
11515 N. Galloway
Mesquite, Texas 75149

VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer or agent of each of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. System Owners and Forney are each executing this Agreement pursuant to duly authorized action by each of their respective City Councils.

IX. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

X. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action becomes necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

XI. INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

XII. DEFAULT AND REMEDIES; WARRANTIES AND LIMITATION ON LIABILITY

12.01 Remedies for Default. In the event of a Default by any Party to this Agreement, the following remedies shall be available (as applicable):

(a) The Parties shall have the right to enforce the provisions of Section 5.01 of this Agreement by injunction and/or specific performance as more fully set forth in Section 5.02 of this Agreement.

(a) Upon the occurrence of a Default by either System Owner, Forney shall have the right to terminate this Agreement by written notice to the System Owners and shall further have the right to exercise any rights and remedies available to Forney at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(c) Upon the occurrence of a Default by Forney, System Owners shall have the right to terminate this Agreement by written notice to Forney and shall further have the right to exercise any rights and remedies available to System Owners at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

(d) In the event of a Default by any Party, the Defaulting party must pay any remaining financial obligations related to the System or its components including, without limitation, Forney's Infrastructure Components, incurred or accrued prior to the date of notice of termination by the non-Defaulting party.

(e) In the event of a Default by either Party, all Forney's Infrastructure Components, if previously conveyed from System Owners to Forney, shall continue to be owned 100% by Forney. In the event of Default by either Party, the defaulting Party shall, within ninety (90) days after written demand, reimburse the non-defaulting Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-defaulting Party and all Participants to continue to access, use, maintain and repair the System including, but not limited to, microwave realignment and licensing fees.

(f) The Dispute Resolution provisions of Section 22 of the Interlocal Radio System Usage Agreement shall apply to this Agreement for disputes not related to public safety. The Parties specifically agree that the provisions of Section 22 of the Interlocal Radio System Usage Agreement shall not apply if any delay in the resolution of the issue in dispute could adversely affect the public safety of the citizens of any Party. Notwithstanding any provision of this Section 12.02(f) to the contrary, the Parties acknowledge and agree that Section 22 of the Interlocal Radio System Usage Agreement shall not apply to disputes relating to Article V of this Agreement and the Parties further agree that any Party may institute a lawsuit or other proceeding to exercise the remedies available under Section 5.02 of this Agreement without first attempting to resolve the dispute by following the dispute resolution process set forth in Section 22 of the Interlocal Radio System Usage Agreement.

(g) The provisions of this Section 12.02 shall expressly survive the termination of this Agreement.

12.03 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

12.04 Disclaimer of Warranties. System Owners make no representations or warranties, either express or implied, as to the System or its components, and Forney acknowledges that the use of the System is being provided to Forney on an "AS-IS" "WHERE IS" basis with any and all latent and patent defects. System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any purpose, or fitness for the uses intended by Forney. Forney assumes the entire risk associated with the results and use of the System or its components by Forney, its employees, agents, representatives, officials and all persons and entities using or accessing the System on Forney's behalf. Neither of the System Owners shall be liable to Forney, its employees, agents, representatives, officials or to any other person or entity using or accessing the System on Forney's behalf for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Forney, and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if System Owners, individually or collectively, have been advised of the possibility of such damages. System Owners and their employees, agents, representatives and officials shall not be liable to Forney, its employees, agents, representatives, officials or any other person or entity using or accessing the System on Forney's behalf for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Forney and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Forney agrees to hold System Owners and their employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Forney.

12.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that Forney and System Owners shall not be held liable for the acts or omissions of each other or for the acts or omissions of each other's agents, representatives or employees in the performance of this Agreement.

12.06 Survival. All provisions of this Article XII shall expressly survive the expiration or termination of this Agreement.

XIII. WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

XIV. GOVERNMENTAL FUNCTION

The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

XV. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYER/EMPLOYEE RELATIONSHIP

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties and/or between any Party.

XVI. HEADINGS

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

XVII. DUPLICATE ORIGINAL DOCUMENTS

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

XVIII. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence in the performance of this Agreement.

XIX. SYSTEM OWNERS RADIO SYSTEM ILA WAIVER, RELEASE AND COVENANT NOT TO SUE

The Parties acknowledge that System Owners have entered into the Garland/Mesquite Radio System ILA (a copy of which has been provided to Forney) regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, System Owners have certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in therein. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, either of the System Owners' right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event either System Owner exercises its right to terminate the Garland/Mesquite Radio System ILA (under the terms and subject to the conditions set forth therein), (i) the System (as defined in this Agreement) and the Interlocal Radio System Usage Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland or Forney shall have any rights to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA. **For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Garland and Forney hereby voluntarily WAIVE, RELEASE AND FOREVER DISCHARGE Mesquite and its employees, agents, representatives, officials, attorneys and insurers, both individually and in their official capacities (hereinafter collectively the "Released Parties"), of and from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whether known or unknown, foreseen or unforeseen (collectively "Claims"), which Garland or Forney, their employees, agents, representatives or officials have or may have against any one or more of the Released Parties arising from or relating to the termination by Mesquite of the Garland/Mesquite Radio System ILA provided Mesquite is not in default (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and conditions set forth in the Garland/Mesquite Radio System ILA including, without limitation, any claims at law or in equity arising from or relating to any adverse effect on the use or operation of the System or any component of the System including but not limited to Forney's Infrastructure Components caused by or as a result of the termination by Mesquite of the Garland/Mesquite Radio System ILA. Garland and Forney further covenant and agree not to institute any action, litigation or suit at law or in equity against Mesquite for any Claims arising out of or in any way relating to the termination of the Garland/Mesquite Radio System ILA provided Mesquite is not in "Default" (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and provisions of the Garland/Mesquite Radio System ILA.**

[*Remainder of page intentionally left blank; Signature page to follow*]

EXECUTED this ______ day of ____________________, 2023.

CITY OF GARLAND, TEXAS
a Texas home-rule municipality

BY: ________________________________
Judson Rex
City Manager

APPROVED AS TO FORM:

____
Stephen M. Hines, Sr. Asst. City Attorney

EXECUTED this ______ day of ____________________, 2023.

CITY OF MESQUITE, TEXAS,
a Texas home-rule municipality

BY: ________________________________
Cliff Keheley, City Manager

APPROVED AS TO FORM:

____
Stephanie Neal, Asst. City Attorney

EXECUTED this 8th day of May, 2023.

CITY OF FORNEY, TEXAS
a Texas home-rule municipality

BY: Charles W. Daniels
Charles W. Daniels, City Manager

APPROVED AS TO FORM:

JBSmith
Jennifer Barnes Smith, City Attorney

EXHIBIT "A"

Interlocal Radio System Usage Agreement
(to be executed by System Owners and Forney concurrently with this Agreement)

EXHIBIT "B"

ASTRO Express to ASR upgrade equipment list
(Motorola Solutions)

GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **3. b.**

Meeting Date: June 5, 2023

Item Title: Lease of Property located at 625 W. State Street to add additional surface-lot parking to the Downtown district.

Submitted By: Letecia McNatt, Downtown Coordinator

Summary of Request/Problem

Staff drafted a 10-year lease agreement for the property located at 625 W. State Street in Downtown. Improving this property will create additional surface-lot parking in the district. As Lessee, in addition to rent, the City would be responsible for property improvements including appropriate paving, striping, lighting, signage, and maintenance. This partnership will increase the inventory of extended-hour parking in the district and preserve on-street parking for shorter-range use.
Property improvements total $125,000 and are budgeted in Facilities Parking Lot Upgrades in the CIP Program.

Rent over 10 years totals $48,000 and would be funded by TIF 1:

Monthly Rate of Compensation	Maximum Annual Fee
Year 1: $100 / month	$1, 200
Year 2: $200 / month	$2,400
Year 3: $300 / month	$3,600
Year 4: $400 / month	$4,800
Year 5 and thereafter: $500 / month	$6,000

Project Total: $173,000

Recommendation/Action Requested and Justification

Staff recommends approval of the proposed lease agreement to lease the property located art 625 W. State Street. Unless otherwise directed by City Council, this item will be scheduled for formal consideration at the June 20, 2023, Regular Meeting.

Attachments

625 W State Street Lease Agreement

Parking Map with Site Location

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and entered between **The Stephen D. Feldman Trust for the Visually Impaired**, ("Lessor"), and **The City of Garland, Texas**, a Texas home-rule municipality ("Lessee").

W I T N E S E T H

1. **Agreement to Lease.** Lessor hereby grants, demises and lets to Lessee, and Lessee hereby leases, that certain tract of land having an improved parking lot located at the Northeast corner of the intersection of West State Street and North Seventh Street, with the address 625 W. State Street, City of Garland, Dallas County, Texas and being more particularly described on Exhibit A attached hereto and incorporated herein (the "Premises").

2. **Term.** The term of this Lease shall commence on the Effective Date (as provided below) and shall end at midnight on the same date, ten years thereafter (the "Termination Date"), unless sooner terminated as provided herein.

3. **Use.** Lessee intends to use and occupy, and Lessor consents for Lessee to use and occupy, the Premises primarily as a parking lot for the general public's use, subject to the limitations in this Lease. Lessee shall not use or permit the use of the Premise for any purpose other than as stipulated without the written consent of Lessor.

4. **Rent.** Lessee agrees to pay Lessor as follows:

Monthly Rate of Compensation	Maximum annual fee
Year 1: $ 100 / month	$ 1,200
Year 2: $ 200 / month	$ 2,400
Year 3: $ 300 / month	$ 3,600
Year 4: $ 400 / month	$ 4,800
Years 5 and thereafter: $ 500 / month	$ 6,000

5. **Improvements.** Lessee further agrees to make the following improvements:

   a. Construct and maintain a concrete parking lot, with striping, meeting or exceeding City Code requirements, and including a sidewalk adjacent to the Premises, along State Street and 7th Street.

   b. Install and maintain any lighting required by City Code.

   c. Install and maintain general parking lot signage.

d. Designate four parking stalls as “Reserved for Visual Aid Volunteers”, including signage indicating those stalls are reserved during regular business hours.

e. From time to time, as needed, stripe the pavement to clearly indicate the location of parking stalls, fire lanes and drive-ways.

6. **As Is Condition.** Lessee, by entry of the Premises under this Lease, accepts the Premises **"AS IS - WHERE IS, WITH ALL FAULTS"** in the present state of repair. Lessee has built, maintained, and occupied the Premises and thus has performed, or has been given the opportunity to perform, such inspections, investigations, studies, and tests as Lessee has deemed appropriate and Lessee has satisfied itself, without any representation or warranty on the part of Lessor or anyone acting on Lessor’s behalf, that the Premises are fit and satisfactory in all respects for Lessee’s purposes.

Lessee is not being charged, nor has Lessee made a security deposit for the occupancy and use of the Premises under this Lease. In consideration of the waiver of the payment of a security deposit and for other good and valuable consideration, **Lessee acknowledges that Lessor expressly disclaims and Lessee expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability, usability, or fitness for a particular purpose of the Premises, and Lessee further acknowledges that Lessor has not made any other representations to Lessee as to whether or not the Premises are fit and satisfactory for the use intended by Lessee. Lessor disclaims responsibility as to the accuracy or completeness of any information relating to the Premises, whether provided by Lessor or otherwise. Without limiting the foregoing, Lessor makes no representations of any nature regarding the Premises and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Premises, including without limitation, the water, soil and geology, and the suitability thereof and the Premises for any and all activities and uses which Lessee may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Land or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, “environmental substances” means the following: (a) any “hazardous substance” under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et.seq., as amended, (b) any “hazardous substance” under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any “hazardous chemicals” or “toxic chemicals” under**

the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks and wells, whether empty, abandoned, capped, uncapped, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

To the fullest extent of the law, Lessee waives and disclaims any cause of action that Lessee may now or hereafter have or obtain against Lessor, its agents, employees or servants arising from Lessee's use or occupation of the Premises.

To the extent allowed by law, Lessee further agrees to indemnify and hold Lessor and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees), costs and damages (whether common law or statutory, and whether characterized as actual, punitive, consequential, incidental or based on strict liability and expressly including those caused by the negligence or other fault of any party indemnified herein), of any conceivable character, due to or arising from injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the Lessor's use or occupation of the Premises. Lessor acknowledges that Lessee is not obligated under this lease, nor represented to Lessor of any intention, to assess and collect annually a sufficient sum to pay the interest on any unfunded liability, nor create a sinking fund thereon.

6. **Liability for Loss or Damage to Property**. All fixtures, improvements, and personal property placed in or on the Premises shall be at the sole risk of Lessee or the owner of such property.

7. **No Waste or Contamination**. Lessee shall commit no waste of the Premises and shall be responsible for any damages to the Premises caused by the activities of Lessee. Lessee shall, on the Termination Date or any earlier termination of this Lease, surrender the Premises clean, free of debris, and in the same condition as received, except for normal wear and tear and any improvements agreed upon between the Parties to this lease. Lessee may not discharge any waste or hazardous materials on the Premises. Any use of fertilizers, herbicides, pesticides or other similar chemicals by Lessee shall be done in strict accordance with all applicable federal, state and local laws. Lessee shall, upon request, provide Lessor with copies of all chemical constituents and MSDS sheets prior to the application of any fertilizer, herbicide, pesticide or other chemicals to the Premises.

7. **Maintenance.** Maintenance of the Premises shall be at the expense of Lessee, such responsibilities being fully described above. Lessee shall maintain the Premises in a neat and orderly fashion and in compliance with all applicable laws including, but not limited to, mowing, weed control, and trash and litter removal. However, where Lessor uses the Premises for activities not related to this lease, Lessor assumes responsibility to return the Premises in a substantially similar condition prior to such activity.

8. **Insurance.** Lessee hereby affirms it has established a self-insurance program through City of Garland Ordinance #4308, dated February 21, 1989. Pursuant to this ordinance, the City retains liability, worker's compensation, and other self-insured exposures within a self-insurance fund. The self-insurance program has been funded in accordance with generally accepted accounting practices and through actuarially calculated contributions.

9. **Assignment or Sublease.**

a. **Lessee.** Lessee shall not assign this Lease or sublet the Premises, or any part thereof, without the prior written consent of the Lessor.

b. **Lessor.** In the event the Premises are sold, the lessor may assign this Agreement to the new owner upon receiving the Lessee's written assent, which assent shall not be unreasonably withheld.

10. **Termination.**

A. Termination by Lessor

a. **Termination for Cause.** Lessor may terminate this lease for cause after providing Lessee sixty days' prior written notice and an opportunity to cure. The notice shall identify the Cause for Termination with sufficient specificity to allow the Lessor a reasonable opportunity to cure. "Cause" shall be deemed to be any of the following, separately or in any combination:

(1) Failure to maintain self-insurance coverage or provide Lessor proof thereof upon demand;

(2) Failure of the Lessee to maintain the Premises in accordance with the provisions of paragraph 7 or applicable laws, rules or regulations, after receiving written notice from Lessor of the maintenance deficiencies in the City Manager's office and being given 30 days to cure any such deficiency;

(3) Use of the Premises in violation of paragraph 3; or

(4) Failure of the Lessee to comply with any material provision of this Lease, after receiving written notice from Lessor sufficiently

describing the Lessee's noncompliance and being given 30 days to cure any such noncompliance.

b. **Termination for convenience.** Lessor may not terminate this Lease for convenience during the first five years of the Lease. Lessor may subsequently terminate the Lease without cause after providing Lessee sixty days' prior written notice. In the event the Lessor terminates the Lease for convenience prior to the expiration of the Lease Term, Lessor shall pay the Lessee the amount set forth in Paragraph 11.C. below.

B. Termination by Lessee.

a. **Termination for Convenience.** Lessee may terminate this agreement for convenience at any time after providing Lessor sixty days' prior written notice of Lessee's intent to do so.

b. **Termination for Cause.** Lessee may terminate this agreement for Cause at any time after providing Lessor and an opportunity to cure. The notice shall identify with sufficient specificity to allow the Lessor a reasonable opportunity to cure same. "Cause" shall be deemed to be any of the following, separately or in any combination:

(1) Repeated interference with Lessor's fair use and enjoyment of the Premises;

(2) Concealing any hidden condition of the Premises that render it unusable for the purpose for which it is being leased;

(3) Failure of the Lessor to comply with any material provision of this Lease, after receiving written notice from Lessee sufficiently describing the Lessor's noncompliance and being given thirty days to cure any such noncompliance.

In the event the Lessee terminates the Lease for Cause prior to the expiration of the Lease Term, Lessor shall pay the Lessee the amount set forth in Paragraph 11.C. below.

C. Compensation for Improvements. If Lessor terminates this Lease for convenience, or Lessee terminates this Lease for cause, then Lessor shall compensate Lessee the prorated cost of the labor, materials and construction (not including maintenance costs) of the improvements ("Improvement Costs") listed in Paragraph 5 for the unexpired portion of the Lease Term. The payment shall be made within thirty (30) days of termination. The termination amount will be determined by the following formula:
M ÷ 120 *I = Amount of Compensation to Lessee for Improvements

M	=	Months remaining on the lease
120	=	Original term of lease
I	=	Improvement Costs

The termination amount will be determined by dividing the remaining months on the lease by 120 (the original term of the lease), then multiplying that amount by the Improvement Costs.

11. This Paragraph is intentionally left blank.

12. **Severability.** If any term or provision of this Lease is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Lease shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Lease a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

13. **Waiver.** Either Lessor or Lessee shall have the right to waive any requirement contained in this Lease which is intended for the waiving party's benefit but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended.

14. **Governing Law.** This Lease and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Lease are performable in Dallas County, Texas such that exclusive venue for any action arising out of this Lease shall be in Dallas County, Texas.

15. **Paragraph Headings; Construction.** The paragraph headings contained in this Lease are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Lease and this Lease shall not be construed either more or less strongly against or for either party.

16. **Complete Agreement.** This Lease contains the entire agreement between Lessor and Lessee with respect to the Premises and, except as set forth herein and in written instruments executed in connection herewith, neither Lessor nor Lessee has made any agreements, covenants, warranties or representations of any kind or character, express or implied, oral or written, with respect to the Premises including, without limitation, any warranties of habitability, merchantability, workmanship, income to be derived from the Premises, expenses to be incurred in connection with the Premises or with respect to any other conditions, facts or requirements relating or pertaining to the Premises.

17. **Binding Effect.** Except as limited herein, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

18. **<u>Gender</u>.** Within this Lease, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

19. **<u>Counterparts</u>.** This Lease has been executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

20. **<u>Exhibits</u>.** All exhibits to this Lease are incorporated herein by reference for all purposes wherever reference is made to the same.

21. **<u>Dispute Resolution</u>.** In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

22. **<u>No Waiver of Immunity or Defense</u>.** No party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it including, without limitation, immunity from liability and suit for damages to one another or to any third-party except as otherwise provided by law.

23. **<u>Relationship of Parties</u>.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of Lessor and Lessee as those terms are understood herein.

24. **<u>Force Majeure</u>.** To the extent either party of this Agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the party's control and not attributable to either party's malfeasance, neglect or nonfeasance, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed. The sole remedy for any matter falling within this clause shall be additional time; the total contract price shall not be

increased. Neither party shall consider economic events, including but not limited to inflation, as ‘force majeure’.

25. **Notices.** Any notice required or desired to be given from one party to the other party to this Lease shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

26. **Right of First Refusal. .** In the event Lessor entertains a bona fide offer from a third-party seeking to purchase the Premises during the Term of this Lease, including any renewal periods, and for a period of ninety (90) days after the Lease terminates, Lessor must first offer Lessee the opportunity to purchase the Premises at the same price as the third-party bona fide offer. Terms of sale shall be cash or third-party finance, and closing shall be within sixty (60) days. The sale shall be subject to the City’s appropriating funds to secure the purchase. The provisions of this Section 26 shall survive for ninety (90) days after the termination of this Lease.

[The remainder of this page is intentionally left blank.]

EXECUTED as of the ___ day of ____________________, 2023 (the "Effective Date").

LESSOR:	**LESSEE:**
The Stephen D. Feldman Trust for the Visually Impaired	**CITY OF GARLAND, TEXAS**
By:_________________________	By:_________________________
Title: Trustee for The Stephen D. Feldman Trust for the Visually Impaired	Title: _______________________
Address:	**Address:** Attn: City Manager City of Garland 200 N. Fifth Street P. O. Box 469002 Garland, Texas 75046-9002 With a copy to: Office of the City Attorney City of Garland 200 N. Fifth Street, 4th Floor P.O. Box 469002 Garland, Texas 75046-9002

STATE OF TEXAS §
COUNTY OF ______________ §

This instrument was acknowledged before me on the _____ day of _______________________, 2023, by _________________________________, acting on behalf of The Stephen D. Feldman Trust for the Visually Impaired.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of ______________________, 2023.

____
Notary Public in and for the State of Texas

____
Typed or Printed Name of Notary
My Commission Expires:____________

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of ______________________, 2023, by ________________________________, acting as ________________________ for the City of Garland, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____________________, 2023.

____
Notary Public in and for the State of Texas

____
Typed or Printed Name of Notary

My Commission Expires:____________

DOWNTOWN GARLAND PUBLIC PARKING MAP

DOWNTOWN GARLAND

Public Garage and Lot Parking

FREE On-Street Parking

625 W. State Street

For more details on the construction phases, alternate parking locations and road closures, scan QR code or visit **GarlandTX.gov/DowntownConstruction.**

GARLAND
POLICY REPORT

City Council Work Session Agenda **3. c.**

Meeting Date: June 5, 2023

Item Title: NCTCOG Solid Waste Implementation Grant

Submitted By: Matthew Grubisich, Parks Director

Strategic Focus Areas:

ISSUE

Written staff presentation and recommendation regarding Parks, Recreation & Cultural Arts is submitting an application to the North Central Texas Council of Government FY 2024 to 2025 Solid Waste Implementation Grant. This application is for a Local Government Project under the category, Litter and Illegal Dumping Program, to support the Sustainable Materials Management Plan Goal, Support Materials Management Education and Training. If awarded, we intend to use these funds to purchase: Volunteer Trailer stocked with cleanup supplies, promotional items to support the new Volunteer Program, Get Connected Volunteer Management Software license and the installation of five educational murals along Duck Creek Trail. If funded, the grant will be awarded on a reimbursement basis following quarterly reports.

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. a.**

Meeting Date: June 5, 2023

Item Title: Introduction of Tony Irvin

Submitted By: Courtney Vanover, Department Coordinator II

Summary of Request/Problem

Introduction of a new member of Team Garland: Tony Irvin, Director of the Street Department.

Recommendation/Action Requested and Justification

GARLAND

CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. b.**

Meeting Date: June 5, 2023

Item Title: Introduction of Bill Wilson

Submitted By: Courtney Vanover, Department Coordinator II

Summary of Request/Problem

Introduction of a new member of Team Garland: Bill Wilson, Director of Facilities Management

Recommendation/Action Requested and Justification

GARLAND
POLICY REPORT

City Council Work Session Agenda		**4. c.**
Meeting Date:	June 5, 2023	
Item Title:	2023-2024 CDBG, HOME and ESG Federal Grant Allocation Process	
Submitted By:	Mona Woodard, Neighborhood Services Administrator	
Strategic Focus Areas:	Enhanced Quality of Life through Amenities, Arts, and Events Safe Community Vibrant Neighborhoods and Commercial Centers Customer-Focused City Services	

ISSUE

Information is being provided for Council review regarding the allocation of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and Emergency Solutions Grant (ESG) funding. In addition to the annual grant entitlement programs, the City will receive a one-time allocation of funding from the HOME American Rescue Plan Grant (HOME-ARP).

OPTIONS

The Council is being provided information to review submitted grant applications for the CDBG, HOME Infill, ESG, and HOME-ARP Programs. A public hearing will be held on June 6, 2023. This item will be brought back before the Council on the June 19, 2023, Work Session to discuss CDBG, HOME, ESG, and HOME-ARP grant proposals. The final discussion on this item is scheduled for July 10, 2023, with formal approval scheduled for July 11, 2023.

BACKGROUND

The City will receive the following new funding from the Department of Housing and Urban Development for the 2023-2024 program year:

CDBG:	$2,124,930
HOME:	$ 741,993
ESG:	$ 188,162
HOME ARP:	$2,541,737

For all Federal grant applications, the proposed budget for the fiscal year 2023-2024 must be submitted to the Department of Housing and Urban Development by August 11, 2023. There have been several public input meetings to solicit feedback on the proposed use of funding.

CONSIDERATION

A total of $318,740 is available for CDBG Public Services category. HUD sets a maximum limit of 15% of provided entitlement funding that can be used for public services. In addition, there is approximately $1,888,097 in CDBG Project funding available for allocation to City projects ($1,381,205 in new funding and $506,893 in reprogrammed funding). HUD regulations limit CDBG monies used for administrative and planning to no more than 20% of the entitlement funding provided. The Community Development Department will use $424,986 in CDBG administrative funding to manage the grant programs.

HOME entitlement funding available totals $741,993. HUD regulations require that 15% of the HOME funding be used to support a Community Housing Development Organization (CHDO). HUD allows up to 10% of funding provided to be used for the program's administration. Community Development will use $74,199 for program administration.

The total funding available for the ESG program is $188,612. The Community Development Department will use $14,146 in ESG funding to administer the program. Other ESG funded categories include Shelter Operations and Street Outreach in the amount of $112,919 and Rapid Rehousing/Homeless Prevention in the amount of $61,547.

The HOME-ARP Program is a one-time allocation of funding in the amount of $2,541,737. Previously, during the March 20th work session meeting, Council approved categories of funding as follows: Supportive Services for $648,143 and Rental Housing Development for $1,512,334. The remaining $381,260 in administration funding will be used by the Community Development Department to administer the grant.

Attachments

Federal Grant Application Summaries

Federal Grant Funding Presentation Overview

2023-2024 Federal Grant Programs

City Council Federal Grant Application Summaries Workbook

GARLAND

COMMUNITY DEVELOPMENT

Maximum Category Expenditures Per Grant Program

FY-2023-24 - Grant Funding

Community Development Block Grant	
Entitlement	$2,124,930
CDBG Carryover	$506,893
TOTAL	**$2,631,823**
Maximum Expenditures Available Per Category	
Maximum CDBG Administration Available	$424,986
Maximum CDBG Public Services Available	$318,740
Maximum CDBG Citywide Initiatives Available	$1,888,098
TOTAL	$2,631,823

HOME Investment Partnership	
Entitlement	$741,993
HOME Carryover	
TOTAL	**$741,993**
Maximum Expenditures Available Per Category	
Maximum HOME Administration Available	$74,199
Minimum CHDO Set Aside Required	$111,299
Maximum City Sponsored Projects	$556,495
TOTAL	$741,993

HOME-ARP Program	
Allocation (one time)	$2,541,737
TOTAL	**$2,541,737**
Maximum Expenditures Available Per Category	
Maximum HOME Administration Available	$381,261
Supportive Services	$648,143
Maximum City Sponsored Projects	$1,512,333
TOTAL	$2,541,737

Emergency Solutions Grant	
Entitlement	$188,612
TOTAL	**$188,612**
Maximum Expenditures Available Per Category	
Maximum ESG Administration Available	$14,146
Required ESG Shelter Operations/Street Outreach	$112,919
Required ESG Rapid Rehousing/Prevention	$61,547
Required ESG HMIS Data Base	$0
Total	$188,612

GRAND TOTAL	**$6,104,166**

GARLAND

Requests for Funding

CDBG Public Service Applicants

GARLAND

CDBG 2023-2024 Federal Grant Allocations

Reviewed Applications - Public Services

Application Title	Organization Name	Category	Requested Amount	RFP Score (Max 100)	Previous Year Allocation	RFP Remaining Budget	Council Averaged Allocated Amount	RFP Remaining Budget
Public Service Applications			**Maximum Available**			**$ 318,740**		
Citywide Initiatives								
Garland Police Boxing Program	City of Garland Police Department	Youth Services	$ 34,950	95.60	27,121	**$ 283,790**		**$ 318,740**
S.T.A.R.S. Summer Day Camp	City of Garland Parks Department	Youth Services	$ 80,000	94.20	30,257	**$ 203,790**		**$ 318,740**
Afer School Program	City of Garland Parks Department	Youth Services	$ 25,000	95.60	New Appication	**$ 178,790**		**$ 318,740**
Lawn Care Assistance Program	City of Garland Code Enforcement	Elderly Services	$ 30,250	91.20	22,666	**$ 148,540**		**$ 318,740**
Non-Profit Public Services								
Long Term Care Ombudsman Program - Garland	Senior Citizens of Greater Dallas	Elderly Services	$ 22,837	98.20	16,611	**$ 125,703**		**$ 318,740**
Meals on Wheels	Visiting Nurse Association	Elderly Services	$ 19,500	97.40	10,650	**$ 106,203**		**$ 318,740**
Family Violence Counseling Survivor Services Program	Hopes Door/New Beginning	Homeless Services	$ 60,000	96.60	33,376	**$ 46,203**		**$ 318,740**
S.A.F.E. Project - Street Outreach	Helen's Project	Homeless Services	$ 59,850	92.60	New Appication -**Duplicate Program** staff recommends to fund in HOME ARP Program	**$ (13,648)**		**$ 318,740**
At Risk Family Therapy Program	Counseling Institute of Texas (CIT)	Counseling Services	$ 60,000	96.20	16,173	**$ (73,648)**		**$ 318,740**
Value Added Health Care	Hope Clinic	Medical Services	$ 100,000	98.60	80,118	**$ (173,648)**		**$ 318,740**
Transcend Family and Individual Stability Initiatives	Transcend Stem	Community Progam	$ 318,740	89.20	New Appication -**Duplicate Program** staff recommends to fund in HOME ARP Program and ESG Program.	**$ (492,388)**		**$ 318,740**
Emergency Rental Assistance	Salvation Army	Homeless Services	$ 77,500	98.20	28,660	**$ (569,888)**		**$ 318,740**
Summer Youth Camp Program - New Project	Restoration Church	Youth Services	$ 13,500	92.20	5,000	**$ (583,388)**		**$ 318,740**
			$ 902,127				$ -	

Public Service Application Summaries

Counseling Services Summary Sheets

2023-2024 CDBG Application Summary: Public Services

Category: Counseling Services

Applicant Agency:	The Counseling Institute of Texas Inc. 3200 Southern Drive Ste 100 Garland TX 75043
Contact Person:	Susan Hennum — **Title** Director
Email/Phone	shennum@citexas.org — 972-271-4300
Project Name:	**Counseling Assistance Fund**
Amount Requested:	**$60,000**
Unit of Service:	1 person receiving assistance
Number of Persons Served:	75

Application Score

96.20

Project Description:

CDBG Funding is requested to assist low income families within the City of Garland by providing counseling services. The goal is to service 75 families or individuals by providing each individual or family with 10 – 12 sessions. (Charge for session does not change based on how many family members attend.) All funds received are used to pay for the cost of the counseling session and costs related to the session; no administrative position is funded through CDBG. Families are asked to pay a small co-pay ranging from $0 to $15.

DUNS Number: 867405706

Scoring Category	Application Average Score	Maximum Score	Comments
Project Characteristics	14.80	15	
Organizational Capacity	12.80	15	
Budget	19.60	20	
Project Benefits	14.20	13	
Project Specifics	34.80	37	
Performance Indicators		-5	
TOTALS	**96.20**	**100**	

	Application Scores					
	JW	DA	BD	MF	LJ	**Average Score**
Project Characteristics	15	15	15	15	14	**14.80**
Organizational Capacity	15	14	12	14	9	12.80
Budget	20	20	20	19	19	19.60
Project Benefits	13	14	15	15	14	14.20
Project Specifics	34	35	35	35	35	34.80
Performance Indicators						
TOTAL	97	98	97	98	91	96.20

2023-2024 CDBG Federal Grant Programs

Public Service Application Summaries

Elderly Services Summary Sheets

2023-2024 CDBG Application Summary: Public Services

Category: **Elderly Services**

Applicant Agency:	The Visiting Nurse Association (VNA)		
	1600 Viceroy Dr Ste 400		
	Dallas TX		
Contact Person:	Cheryl Jones Jobe, LMSW	**Title:**	Manager
Email/Phone	jonesc@vnatexas.org		214-689-2682
Project Name:	**Meals on Wheels Program**		
Amount Requested:	**$19,500**		
Unit of Service:	1 person		
Number of Persons Served:	10 people		

Application Score

97.40

Project Description:

VNA Meals on Wheels provides nutritious, hot, home-delivered meals to those who due to illness, advanced age or disability are unable to provide or prepare meals for themselves. The purpose of Meals on Wheels is to nourish the whole person by providing nutritious home-delivered meals and social contact for seniors and disabled adults. With funding from the City of Garland CDBG, eight clients will receive hot, nutritious meals delivered by friendly volunteers for an entire year (2,080 meals total).

DUNS Number: 75119057

Scoring Category	Application Average Score	Maximum Score	Comments
Project Characteristics	15.00	15	
Organizational Capacity	13.00	15	
Budget	19.80	20	
Project Benefits	15.00	13	
Project Specifics	34.60	37	
Performance Indicators		-5	
TOTALS	**97.40**	**100**	

	Application Scores					
	JW	MF	DA	BD	LJ	**Average Score**
Project Characteristics	15	15	15	15	15	**15.00**
Organizational Capacity	11	13	13	13	15	**13.00**
Budget	19	20	20	20	20	**19.80**
Project Benefits	15	15	15	15	15	**15.00**
Project Specifics	34	34	35	35	35	**34.60**
Performance Indicators						
TOTAL	94	97	98	98	100	97.40

2023-2024 CDBG Application Summary: Public Services

Category: Elderly Services

Application Score	**98.20**

Applicant Agency: Senior Citizens of Greater Dallas, Inc.
3910 Harry Hines Blvd.
Dallas TX 75219

Contact Person: Suzanna Sulfstede, LMSW **Title** Director

Email/Phone ssulfstede@TheSeniorSource.org 214-525-6114

Project Name: **Long Term Care Ombudsman Program - Garland**

Amount Requested: **$22,837**

Unit of Service: 1 person

Number of Persons Served: 650

Project Description:

The Long-Term Care Ombudsman Program, federally mandated by the Older Americans Act, is charged with improving the quality of life and care for frail, vulnerable elderly and disabled individuals residing in long-term care facilities and protecting their health, safety, welfare and rights. CDBG funds will be used to continue partially funding salary and fringes ($20,637), as well as mileage ($2,200) for a staff ombudsman serving all Garland nursing home residents. The Garland Ombudsman monitors care provided in the facilities and works to resolve complaints to the satisfaction of the resident. Activities will include visitation and direct advocacy for 650 unduplicated elderly and disabled residents, participation in Resident Council meetings to educate residents about their rights, and one-on-consultations on long-term care issues for residents, families and facility staff.

DUNS Number 74860933

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	15.00	15	
Organizational Capacity	13.80	15	
Budget	20.00	20	
Project Benefits	14.80	13	
Project Specifics	34.60	37	
Performance Indicators		-5	
TOTALS	**98.20**	**100**	

	Application Scores					
	JW	DA	MF	BD	LJ	**Average Score**
Project Characteristics	15	15	15	15	15	**15.00**
Organizational Capacity	13	15	12	15	14	**13.80**
Budget	20	20	20	20	20	**20.00**
Project Benefits	15	15	14	15	15	**14.80**
Project Specifics	34	35	34	35	35	**34.60**
Performance Indicators						
TOTAL	97	100	95	100	99	98.20

2023-2024 CDBG Application Summary: Public Services

Category: **Elderly Services**

Applicant Agency:	Garland Code Compliance Department		
	210 Carver		
	Garland TX 75040		
Contact Person:	Rick Barker	**Title**	Administrator
Email/Phone	rbarker@garlandtx.gov		972-485-6424
Project Name:	**Lawn Care Assistance Program (Elderly Lawn Care)**		
Amount Requested:	**$30,250**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	50		

Application Score

91.20

Project Description:

This program assists the elderly and/or disabled to maintain their property by mowing their lawns. The program has been able to provide this service to approximately 60 residents. We do request maximum funds allowed for staff administration of the program.

Scoring Category	Application Average Score	Maximum Score	Comments
Project Characteristics	14.60	15	
Organizational Capacity	10.40	15	
Budget	19.00	20	
Project Benefits	13.20	13	
Project Specifics	34.00	37	
Performance Indicators		-5	
TOTALS	**91.20**	**100**	

	Application Scores					
	JW	BD	LJ	MF	DA	**Average Score**
Project Characteristics	15	15	14	15	14	**14.60**
Organizational Capacity	10	10	11	12	9	**10.40**
Budget	18	20	20	17	20	**19.00**
Project Benefits	15	9	14	13	15	**13.20**
Project Specifics	34	35	35	31	35	**34.00**
Performance Indicators						
TOTAL	92	89	94	88	93	91.20

Public Service Application Summaries

Homeless/Domestic Violence Services Summary Sheets

2023-2024 CDBG Application Summary: Public Services

Category: Homeless Services/Training

Applicant Agency:	Salvation Army		
	451 West Avenue D		
	Garland TX 75040		
Contact Person:	Sarah Masih	**Title**	Director
Email/Phone	sarah.masih@uss.salvationarmy.org		214-424-7054
Project Name:	**Emergency Rental Assistance Program**		
Amount Requested:	**$77,500**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	79		

Application Score

98.20

Project Description:

The Salvation Army Garland Corps requests $77,500.00 for our homeless prevention program. The program will provide CDBG funded emergency rental and mortgage assistance coupled with longer-term case management and housing stabilization services, including food pantry access, home visits, and monthly budgeting. At the end of six months, clients will have participated in case management activities focused on financial stability, developed a balanced budget, and followed the budget to demonstrate the household is living within its means. These program services will provide 25 at-risk households with the foundation to make informed decisions necessary to prevent an eviction/foreclosure, promote financial independence, wellbeing, and housing security and achieve financial stability. The target population is low-income City of Garland residents, both individuals and families, who are at risk of becoming homeless. While CDBG funding allows for the project to serve households with low to moderate income limits, at or below 80% of the Area Median Family Income (AMI) as defined by HUD, for the purposes of this grant, priority will be households at or below 60% AMI to ensure those most in need are receiving this limited resource. To be considered "at-risk", the household must have an eviction/foreclosure notice or notice to pay or quit.

DUNS Number: 32781127

Scoring Category	Application Score	Maximum Score	Comments
Project Characteristics	15.00	15	
Organizational Capacity	15.00	15	
Budget	19.00	20	
Project Benefits	15.00	13	
Project Specifics	34.20	37	
Performance Indicators		-5	
TOTALS	**98.20**	**100**	

	Application Scores					
	JW	MF	DA	BD	LJ	**Average Score**
Project Characteristics	15	15	15	15	15	**15.00**
Organizational Capacity	15	15	15	15	15	**15.00**
Budget	20	18	20	20	17	**19.00**
Project Benefits	15	15	15	15	15	**15.00**
Project Specifics	35	31	35	35	35	**34.20**
Performance Indicators						
TOTAL	100	94	100	100	97	98.20

2023-2024 CDBG Application Summary: Public Services

Category: **Homeless Services/Training**

Applicant Agency:	New Beginning Center/Hopes Door
	860 Avenue F, Ste 100
	Plano TX 75074
Contact Person:	Christina Coultas — **Title** Director of Programs
Email/Phone	ccoultas@hdnbc.org — 469-969-7124
Project Name:	**Family Violence Treatment Program**
Amount Requested:	**$60,000**
Unit of Service:	1 person receiving assistance
Number of Persons Served:	200

Application Score

96.60

Project Description:

HDNBC is dedicated to eliminating domestic violence in our community by providing comprehensive support services and shelter to victims of domestic violence. The proposed program (Domestic Violence Advocacy Support) as outlined in this application serves to provide vital services to Garland domestic violence victims in the form of emergency shelter, licensed professional counseling, and advocacy (case management) to 200 unduplicated Garland residents at our emergency shelter and outreach office located in Garland. Activities: counseling, case management at outreach Garland office and shelter. Funding request equivalent to 1 FTE counselor salary,plus benefits

Duns Number 557412079

Scoring Category	Application Score	Maximum Score	Comments
Project Characteristics	14.60	15	
Organizational Capacity	14.00	15	
Budget	19.60	20	
Project Benefits	14.60	13	
Project Specifics	33.80	37	
Performance Indicators		-5	
TOTALS	**96.60**	**100**	

	Application Scores					
	JW	MF	DA	BD	LJ	**Average Score**
Project Characteristics	13	15	15	15	15	**14.60**
Organizational Capacity	12	14	15	14	15	**14.00**
Budget	19	19	20	20	20	**19.60**
Project Benefits	13	15	15	15	15	**14.60**
Project Specifics	32	32	35	35	35	**33.80**
Performance Indicators						
TOTAL	89	95	100	99	100	96.60

2023-2024 CDBG Application Summary: Public Services

Category: **Homeless Services Programs**

*** Duplicate Program - Staff recommends funding this with HOME-ARP Program**

Application Score	**92.60**

Applicant Agency: Helen's Project
3939 S. Polk St. Ste 212
Dallas TX 75224

Contact Person: Kayla Mainja **Title:** CEO

Email/Phone km2015@hlproject.org 210-560-7889

Project Name: **Homeless Street Outreach Services**

Amount Requested: **$59,850**

Unit of Service: People

Number of Persons Served: 75

Project Description:

S.A.F.E. Provides comprehensive case management and counseling services to individuals and families who have been identified as 30-60% below the federal poverty guidelines, in accordance to HUD income standards. Services funded include acquisition of vital documents, transportation to critical appointments and employment opportunities, access to public transportation via DART, Lyft and UBER. Weekly case management, housing needs assessments, life skills classes, and employment readiness classes. Items funded include a percentage of salaries of case managers, and therapist who will service City of Garland individuals, fees associated with obtaining vital documents, purchasing of DART bus passes, and LYFT/UBER expenses, application, administrative fees, security deposits for move in expenses. The proposed budget will serve 75 individuals tied to the City of Garland for social services and support, as well as 4 individuals in transitional housing for 1 year.

DUNS Number: 94-1765377

Scoring Category	Application Average Score	Maximum Score	Comments
Project Characteristics	15.00	15	
Organizational Capacity	13.20	15	
Budget	19.80	20	
Project Benefits	15.00	13	
Project Specifics	34.60	37	
Performance Indicators		-5	
TOTALS	**92.60**	**100**	

	Application Scores					
	JW	DA	BD	MF	LJ	**Average Score**
Project Characteristics	15	15	15	15	15	**15.00**
Organizational Capacity	12	15	13	13	13	13.20
Budget	20	20	20	20	19	19.80
Project Benefits	15	15	15	15	15	15.00
Project Specifics	33	35	35	35	35	34.60
Performance Indicators	-5	-5	-5	-5	-5	-5.00
TOTAL	90	95	93	93	92	92.60

2023-2024 CDBG Application Summary: Public Services

Category: Homeless Services/Training

*** Duplicate Program - Staff recommends funding this with HOME-ARP Program**

Applicant Agency:	Transcend STEM		
	320 S. State Hwy 121N Ste J207		
	Coppell TX 75019		
Contact Person:	Haphen Muchapondwa	**Title**	CEO
Email/Phone	haphen@transcendstem.org		469-735-6234
Project Name:	**Workforce Training and Development Program**		
Amount Requested:	**$318,740**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	120		

Application Score

89.20

Project Description:

The Transcend Family and Individual Stability Initiatives is an All-Inclusive Program Model: We offer comprehensive programs that address the needs of individuals and families facing unstable living situations. Our programs cover stabilizing through housing, education/career development, and sustenance through employment assistance or entrepreneurship.
Housing is a crucial component of our programs, and we offer a range of services from immediate sheltering to transitional housing to rehousing. We also provide assistance to help prevent homelessness by working with individuals to maintain their current housing.
We also recognize the importance of education in achieving long-term stability, and we offer a variety of education programs. These programs include developing soft skills, financial skills budgeting, building resilience, addressing mental health, and exploring spirituality. We also provide certifications and workforce development training to help individuals reach their career goals.
Sustenance and poverty alleviation are a critical areas of focus for us. We provide employment assistance and business development resources to help individuals and families achieve financial independence.

Duns Number 79936771

Scoring Category	Application Score	Maximum Score	Comments
Project Characteristics	14.20	15	
Organizational Capacity	12.00	15	
Budget	19.60	20	
Project Benefits	14.80	13	
Project Specifics	33.60	37	
Performance Indicators		-5	
TOTALS	**89.20**	**100**	

	Application Scores					
	JW	MF	DA	BD	LJ	**Average Score**
Project Characteristics	11	15	15	15	15	**14.20**
Organizational Capacity	11	10	13	13	13	**12.00**
Budget	20	18	20	20	20	**19.60**
Project Benefits	14	15	15	15	15	**14.80**
Project Specifics	30	33	35	35	35	**33.60**
Performance Indicators	-5	-5	-5	-5	-5	-5
TOTAL	81	86	93	93	93	89.20

Public Service Application Summaries

Medical Services Summary Sheets

2023-2024 CDBG Application Summary: Public Services

Category: **Health Care Services**

Applicant Agency:	Hope Clinic		
	800 S Sixth Street Ste 100		
	Garland TX 75040		
Contact Person:	Tanya Downing	**Title**	Executive Director
Email/Phone	tanya.downing@bswhealth.org		469-800-2521
Project Name:	**Medical Clinic for Uninsured and Underserved**		
Amount Requested:	**$100,000**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	1500		

Application Score

98.60

Project Description:

Since its inception in 2002, Hope Clinic of Garland has partnered with our community to provide free, integrated medical and preventative health care to uninsured and underserved adults who live in Garland, Texas. Focused on continuity of care, Hope Clinic provides wrap-around services that include primary and urgent care, chronic disease management and education, behavioral health care, case management, and spiritual guidance. Hope Clinic's interprofessional team develops sustained partnerships and lasting medical relationships with patients by addressing whole-person health care needs in the context of family, faith, and community. In 2023 our goal is to directly serve 1,500 unduplicated patients. At Hope Clinic, our biggest assets are our highly skilled and credentialed care team. CDBG funding will support our experienced and dedicated front line staff of physicians, nurses, medical assistants, and administrators. Funding support would also include medical supplies and medical office overhead/administrative costs, which make up a small percentage of the overall budget.

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	15.00	15	
Organizational Capacity	15.00	15	
Budget	19.00	20	
Project Benefits	15.00	13	
Project Specifics	34.60	37	
Performance Indicators		-5	
TOTALS	**98.60**	**100**	

	Application Scores					
	JW	BD	MF	DA	LJ	**Average Score**
Project Characteristics	15	15	15	15	15	**15.00**
Organizational Capacity	15	15	15	15	15	**15.00**
Budget	20	20	15	20	20	**19.00**
Project Benefits	15	15	15	15	15	**15.00**
Project Specifics	35	35	33	35	35	**34.60**
Performance Indicators						
TOTAL	100	100	93	100	100	98.60

Public Service Application Summaries

Youth Services Summary Sheet

2023-2024 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency:	Garland Police Department		
	101 S Ninth Street		
	Garland TX 75040		
Contact Person:	Lt. David Swavey	**Title**	Director
Email/Phone	dswavey@garlandtx.gov		972-205-2039
Project Name:	**Youth Police Boxing Program**		
Amount Requested:	**$34,950**		
Unit of Service:	Persons		
Number of Persons Served:	120		

Application Score

95.60

Project Description:

We are an after school at-risk youth program that involves Garland Police Officers, a City Municipal Judge and a master's level Educator that promotes academic excellence and mentoring. Providing youth an opportunity to develop discipline, self-esteem, self-confidence, and address obesity through the sport of boxing and or karate. The program is geared for approximately 140 children annually and funds are used to support staff positions, of the twelve positions that are in the program CDBG supports three from a head coach at $11,000 annually one assistant coach at $10,000, and one administrative assistant at $7,000, for a total of $28,000.00 annually

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	14.60	15	
Organizational Capacity	14.20	15	
Budget	19.40	20	
Project Benefits	14.00	13	
Project Specifics	33.40	37	
Performance Indicators		-5	
TOTALS	**95.60**	**100**	

	Application Scores					
	JW	BD	MF	DA	LJ	**Average Score**
Project Characteristics	14	15	15	14	15	**14.60**
Organizational Capacity	12	15	15	14	15	**14.20**
Budget	19	20	18	20	20	**19.40**
Project Benefits	14	13	13	15	15	**14.00**
Project Specifics	33	33	31	35	35	**33.40**
Performance Indicators						
TOTAL	92	96	92	98	100	95.60

2023-2024 CDBG Application Summary: Public Services

Category: **Youth Services**

Application Score

94.20

Applicant Agency:	Garland Parks and Recreation Department
	1701 Dairy Road
	Garland TX 75040
Contact Person:	Rhonda McTyre **Title** Rec. Supervisor
Email/Phone	rmctyre@garlandtx.gov 972-205-2721
Project Name:	**S.T.A.R.S Summer Camp Program**
Amount Requested:	**$80,000**
Unit of Service:	1 person receiving assistance
Number of Persons Served:	150

Project Description:

S.T.A.R.S stands for "Standing Tall and Reaching for Success" and we strive to show every camper ways to achieve success. S.T.A.R.S. Camp is a traditional summer camp for low-income families at a reduced fee. Campers will experience small and large group games and activities, possibly field trips, along with a special guest to speak towards the mission of S.T.A.R.S. Camp. Campers and counselors will each take home memories of a fun-filled summer. Parents will rest assured their campers will be well taken care of and have fun at an affordable price.

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	14.40	15	
Organizational Capacity	13.80	15	
Budget	19.40	20	
Project Benefits	13.80	13	
Project Specifics	32.80	37	
Performance Indicators		-5	
TOTALS	**94.20**	**100**	

	Application Scores					
	JW	BD	MF	DA	LJ	**Average Score**
Project Characteristics	12	15	15	15	15	**14.40**
Organizational Capacity	10	15	14	15	15	**13.80**
Budget	19	20	18	20	20	**19.40**
Project Benefits	13	12	14	15	15	**13.80**
Project Specifics	33	28	33	35	35	**32.80**
Performance Indicators						
TOTAL	87	90	94	100	100	94.20

2023-2024 CDBG Application Summary: Public Services

Category: **Youth Services**

Applicant Agency:	Garland Parks and Recreation Department		
	634 Apollo Road		
	Garland TX 75040		
Contact Person:	Brian Gaddis	**Title**	Rec. Supervisor
Email/Phone	bgaddis@garlandtx.gov		972-205-2721
Project Name:	**After School Program**		
Amount Requested:	**$25,000**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	30		

Application Score

95.60

Project Description:

The Parks, Recreation, and Cultural Arts Department will offer and implement a free after school program for students at an elementary school in the Garland Independent School District. It will take place at that school, allowing for no need for transportation. This partnership will serve students who would otherwise not have an opportunity to participate in extracurricular, self-improvement, physical development, tutoring and team building activities during the school year. The components will include homework help, team building games, sports, fitness and nutritious snacks. The program will be for elementary school age participants (5 - 11 years) and will take place Monday through Friday from 3:30 - 6 p.m.

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	14.40	15	
Organizational Capacity	13.80	15	
Budget	19.20	20	
Project Benefits	14.20	13	
Project Specifics	34.00	37	
Performance Indicators		-5	
TOTALS	**95.60**	**100**	

	Application Scores					
	JW	BD	MF	DA	LJ	**Average Score**
Project Characteristics	12	15	15	15	15	**14.40**
Organizational Capacity	10	15	14	15	15	**13.80**
Budget	19	20	17	20	20	**19.20**
Project Benefits	13	15	13	15	15	**14.20**
Project Specifics	33	35	32	35	35	**34.00**
Performance Indicators						
TOTAL	87	100	91	100	100	95.60

2023-2024 CDBG Application Summary: Public Services

Category: Youth Services

Applicant Agency:	Restoration Community Fellowship Church		
	414 Castle Drive		
	Garland TX 75040		
Contact Person:	Robert Shepherd	**Title**	Pastor
Email/Phone	robeshep@hotmail.com		214-802-9102
Project Name:	**After School Summer Program**		
Amount Requested:	**$13,500**		
Unit of Service:	1 person receiving assistance		
Number of Persons Served:	20		

Application Score

92.20

Project Description:

Restoration Community Fellowship Church will be able to continue to provide low cost after school programs and summer camp opportunity to an estimated 20 under served and low-income children through CDBG funds provided by the City of Garland. These programs will be an opportunity whereby children will have the opportunity to be supervised in a safe place, loving, and caring environment without having to self-supervise themselves. This program will allow low-income families to not to have to make the decision of leaving their children home without adult supervision. It is our hope that through CDBG funds, we will be able to provide nutritious meals, teach life skills through arts, science, and educational curriculums that will aide in the educational advancement of those who attend our programs. We seek to provide service to 20 children during the school year through our after-school program and 20 children during the summer month through our summer camp program.

DUNS Number: 79872747

Scoring Category	Average Score	Maximum Score	Comments
Project Characteristics	14.00	15	
Organizational Capacity	11.20	15	
Budget	19.40	20	
Project Benefits	14.20	13	
Project Specifics	33.40	37	
Performance Indicators		-5	
TOTALS	**92.20**	**100**	

	Application Scores					
	JW	MF	BD	DA	LJ	**Average Score**
Project Characteristics	11	15	15	15	14	**14.00**
Organizational Capacity	9	11	12	12	12	**11.20**
Budget	20	17	20	20	20	**19.40**
Project Benefits	13	13	15	15	15	**14.20**
Project Specifics	30	33	35	35	34	**33.40**
Performance Indicators						
TOTAL	83	89	97	97	95	92.20

CDBG City Department Summaries

Citywide Initiatives - Applications

	$1,888,097.96	$ -

City Core Services Projects	Request	FY 22-23 Allocation	Staff Recommend
Code Enforcement - Officers	$ 250,000	$ 250,000	$ 250,000
Garland Home Repair Program	$ 600,000	$ 600,000	$ 600,000
Park Improvement Program	$ 1,038,098	$ 1,038,098	$ 1,038,098
			$ -

Balance to Allocate	Project Applicaton Total		Recommended Total
$1,888,097.96	**$ 1,888,098**		**$ 1,888,098**

	Project Applications Total		
	$ 1,888,098		**$ 1,888,098**

CDBG 2023-2024 Federal Grant Allocations

Housing and Community Services Administration Funding

Purpose	Organization Name	Category	RFP Maximum Budget	Requested Amount		Funding Available?	RFP Remaining Budget	Staff Recommend
Grant Operations/Training/ Salaries	City of Garland	Housing/Community Services	$ 424,986	$ 424,986		yes	**$ -**	**$ 424,986**

2023-2024 CDBG Application Summary

Category: **City Projects**

Applicant Agency:	City of Garland - Code Enforcement		
	210 Carver		
	Garland TX 75040		
Contact Person:	Rick Barker	**Title:**	Administrator
Email/Phone	rbarker@garlandtx.gov		972-485-6400
Project Name:	**Code Enforcement Officers**		
Amount Requested:	**$250,000**		
Number of Persons Served:	City wide populations - TBD per block group worked		

Code Enforcement Department

Project Description:

The one year program will specifically target CDBG areas and will provide over 20,000 property inspections and nuisance abatements on a proactive and reactive basis beginning October 1, 2019 through September 30, 2020. The funding will provide salaries for 3 code enforcement officers.

DUNS Number: 137709606

2023-2024 CDBG Application Summary

Category: **City Projects**

Applicant Agency:	City of Garland -Community Development Department	**Community Development Department**
	800 Main Street	
	Garland TX 75040	
Contact Person:	Mona Woodard **Title:** Grant Manager	
Email/Phone	mwoodard@garlandtx.gov 972-205-2141	
Project Name:	**Garland Home Repair Program**	
Amount Requested:	**$600,000**	
Number of Persons Served:	32 Total	

Project Description:

The program serves low income homeowners with renovations and repairs up to $40,000. Assistance will be provided in the form of a grant. The new program will be provided in 2 different tiers: (1) Minor Repair Program - funding will be provided up to $5,000 per project to mostly elderly or disabled persons. (2) Substantial Repair Program - funding will be provided up to $40,000 per project to low-income Garland homeowners. The new program combines 2 of the previous grant programs, the Minior Repair Program and the Single Family Rehabilitation Program together to streamline the project managment.

DUNS Number: 137709606

2023-2024 CDBG Application Summary

Category: **City Projects**

Community Development Department

Applicant Agency:	City of Garland -Parks and Recreation Department
	634 Apollo Rd
	Garland TX 75040
Contact Person:	Ziad Kharrat — **Title:** Administrator
Email/Phone	zkharrat@garlandtx.gov — 972-205-2756
Project Name:	**Park Improvement Program**
Amount Requested:	**$1,038,098**
Number of Persons Served:	1 Community Area

Project Description:

The park improvement project at the former Las Brisas site will provide over 1,500 residents within a 10-minute walk of the site sorely needed green space and amenities currently lacking in this area. The site was formerly a multifamily property in severe decline, called the Las Brisas Residence Club, and was acquired and demolished by the City of Garland. This funding will provide the construction of a green space with park-like amenities in adherence to an adopted small area plan. The small area plan included multiple channels and opportunities or community engagement for the residents surrounding this site. Their input significantly shaped the final small area plan for this site. This project will also fill service and amenity gaps identified in the Parks, Recreation, and Cultural Arts Department's Strategic Master Plan, which deemed this area in the category of highest priority for strategic investment.

DUNS Number: 137709606

HOME Infill City Department Summaries

HOME Program 2023-2024 Federal Grant Allocations

Reviewed Applications - HOME Infill City Sponsored Projects						
Application Title	**Organization Name**	**Administering Department**		**Requested Amount**	**RFP Remaining Budget**	**Staff Recommend**
					$ 741,993	
HOME Infill - New Single Family Home Construction	City of Garland	Housing/Community Services		$ 556,495	**$ 185,498**	**$ 556,495**
						$ -
CHDO Infill - New Single Family Home Construction	Habitat for Humanity	Housing/Community Services		$ 111,299	**$ 74,199**	**$ 111,299**
HOME Program Administration	City of Garland	Housing/Community Services		$ 74,199	**$ -**	**$ 74,199**
					TOTAL	**$ 741,993**
						TOTAL Available
			TOTAL FY23-24 New Entitlement Funding		**$ -**	**$ 741,993**

2023-2024 HOME Partnership Program

Category: **City Project**

Applicant Agency:	City of Garland - Community Development Department		**Community Development Department**
	800 Main Street		
	Garland TX 75040		
Contact Person:	Mona Woodard	Grants Administrator	
Email/Phone	mwoodard@garlandtx.gov	972-205-2141	
Project Name:	**HOME Partnership Program**		
Amount Requested:	**$741,993**		
Number of Units:	7		

Project Description:

The HOME Program provides funding to develop low income housing. HOME regulations require that 15% ($105,195) of funding benefit a Community Development Housing Organization (CHDO) to produce low income Housing. The City of Garland Housing and Community Services Department will utilize program income and prior years remaining entitlement funding to develop new infill single family homes and to acquire, renovate and resell existing single family property and provide loans and down payment assistance to low income homebuyers.

Total Cumulative Funding Allocated FY18, FY19	**Grant Entitlement Funding**	**Program Income Generated**	**Expended/ Committed**	**Balance**
New Funding Requested (FY 24)	$741,993.00			**$741,993.00**
Current Entitlement Funding Available (FY 19,20,21)	$2,114,543.00		$719,163.48	**$1,395,379.52**
Program Revenue - Revolving Loans		$198,007.33	$65,153.93	**$132,853.40**
	TOTAL Cumulative			**$2,270,225.92**

DUNS Number: 137709606

HOME - ARP Summary Sheets

HOME-ARP Program 2023-2024 Federal Grant Allocations

Reviewed Applications - HOME Infill City Sponsored Projects

Application Title	Organization Name	Amount per year (2 yrs)	Requested Amount	New/Existing Project	Staff Recommended
Supportive Services	**MAXIMUM AVAILAIBLE PER CATEGORY**		**$ 648,143**		
Transcend Family and Individual Stability Initiatives	Transcend STEM	198,000	$ 396,000	New	**175,000.00**
Hopes Door New Beginning Center - Domestic Violence	Hopes Door	65,000	$ 130,000	New	**130,000.00**
Metro Relief Street Outreach Program	Metro Relief	223,050	$ 446,100	NEW	**60,000.00**
S.A.F.E Project - Street Outreach	Helen's Project	184,347	$ 368,694	NEW	**58,143.00**
Housing and Supportive Services	Under 1 Roof	212,500	$ 425,000	NEW	**175,000.00**
Jonathans Place - Housing Development Case Manager	Jonathans Place	$ 25,000	$ 50,000	NEW	**50,000.00**
			TOTAL Recommended		**648,143.00**
Rental Housing Development	**MAXIMUM AVAILAIBLE PER CATEGORY**		**$ 1,512,334**		
Aging Out Youth Rental Development	Jonathan's Place		$ 1,512,334	New	**$ 1,512,334**
			TOTAL Recommended		**$ 1,512,334**
HOME-ARP Program Administraton	City of Garland	Community Development	$ 381,261	New	
			TOTAL Recommended		**$ 381,261**
					TOTAL Available
					$ 2,541,737

2023-2024 HOME Partnership Program

Category:HOME-ARP Supportive Services

HOME-ARP Supportive Services

Applicant Agency: Transcend Family and Individual Stability Initiatives
320 S State Highway 121N, Ste J207
Copell, TX 75019

Contact Person: Haphen Muchapondwa — CEO

Email/Phone haphen@transcendstem.org — 800-758-9151

Project Name: **HOME-ARP Program**

Amount Requested: **$396,000**

Number of Units: 23

Project Description:

The Transcend Family and Individual Stability Initiatives is an All-Inclusive Program Model: We offer comprehensive programs that address the needs of individuals and families facing unstable living situations. Our programs cover stabilizing through housing, education/career development, and sustenance through employment assistance or entrepreneurship.

Housing is a crucial component of our programs, and we offer a range of services from immediate sheltering to transitional housing to rehousing. We also provide assistance to help prevent homelessness by working with individuals to maintain their current housing.

We also recognize the importance of education in achieving long-term stability, and we offer a variety of education programs. These programs include developing soft skills, financial skills budgeting, building resilience, addressing mental health, and exploring spirituality. We also provide certifications and workforce development training to help individuals reach their career goals.

Sustenance and poverty alleviation are a critical areas of focus for us. We provide employment assistance and business development resources to help individuals and families achieve financial independence.

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$396,000.00			**$396,000.00**
	TOTAL Cumulative			**$396,000.00**

2023-2024 HOME Partnership Program

Category:HOME-ARP Supportive Services

HOME-ARP Supportive Services

Applicant Agency: Hopes Door New Beginning Center - Domestic Violence
860 Avenue F. Ste 100
Plano TX 75074

Contact Person: Christina Coultas — CEO

Email/Phone ccoultas@hdnbc.org — 972-422-2911

Project Name: **HOME-ARP Program**

Amount Requested: **$130,000**

Number of Units: 300

Project Description:

The Domestic Violence Support Services program provides safety, support, and advocacy on-site at non-residential locations and within the community to reach as many victims as possible to navigate resources and develop stability. Advocacy may include services from all program areas on their path to safety. Victims develop safety plans, and stronger coping skills, and heal from the symptoms of trauma. All victims gain critical information, education, and resources to avoid and reduce their exposure to further forms of crime, violence, and abuse. Through our programs and services, we can help turn a victim into a survivor.

Goals: 1) Enable victims to achieve stabilization following a traumatic event and return to their prior level of functioning; 2) Reduce Post Traumatic Stress Symptoms; 3) Enable, encourage, and support victims in cooperating with and participating effectively in the legal process; 4) Ensure community resources are applicable to the needs of the victims and are accessed to increase safety and stability.

HDNBC seeks to provide the following activities in this project to reach these goals: crisis services, advocacy, peer support groups, and case management.

Domestic Violence Advocacy is defined as the core support services to victims of domestic violence. The Domestic Violence Advocacy Project is staffed by front-line direct service staff that includes Case Managers, Shelter Advocates, Shelter Program Managers, Outreach Counselors, Director of Clinical Services, Child Counselors, Legal Advocates, and Attorneys. Each position is uniquely positioned to provide services that meet the unique needs of each victim of family violence on their path to being safe.Describe program, # of clients, and services to be funded. List positions and title to be funded.

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$130,000.00			**$130,000.00**
	TOTAL Cumulative			**$130,000.00**

2023-2024 HOME Partnership Program **Category: HOME-ARP Supportive Service**

HOME-ARP Supportive Services

Applicant Agency:	Under 1 Roof 5787 S. Hampton Rd Ste 390 Dallas, TX 75232	
Contact Person:	Verna Jones	Executive Director
Email/Phone	vjones@under1roofdallas.org	972-205-2141
Project Name:	**HOME-ARP Program**	
Amount Requested:	**$425,000**	
Number of Units:	78	

Project Description:

The primary goal of Under 1 Roof is to offer safe, affordable housing, rent and utility assistance, case management, and social services to homeless individuals, families, seniors, and veterans living on the streets, in shelters, and in places unfit for human habitation. Under 1 Roof delivers individualized support services that address and correct the issues that lead to homelessness.

Under 1 Roof programs work in harmony to create a continuum of services and a network of referrals for low-income individuals and families. We anticipate serving 78 clients with funding from HOME-ARP. No additional staff will be required. Services to be provided include:

- Supportive Housing
- Rapid Rehousing
- Emergency Rent or Utility Assistance
- Case Management
- Financial Empowerment Sessions
- Transportation Support
- Legal Services

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$425,000.00			**$425,000.00**
	TOTAL Cumulative			**$425,000.00**

2023-2024 HOME Partnership Program

Category: HOME-ARP Supportive Services

HOME-ARP Supportive Services

Applicant Agency: Helen's Project
3939 S Polk St, Ste 212
Dallas TX 75224

Contact Person: Kayla Mainja — CEO

Email/Phone km2015@hlproject.org — 830-400-7037

Project Name: **HOME-ARP Program**

Amount Requested: **$368,694**

Number of Units: 230

Project Description:

Client's complete intake process in which, we utilize standard HUD documentation of E.S.G. verification of homeless status to verify a category of homelessness based upon third-party accounts clients are able to self-certify their statement of homelessness. However, it is then verified by our staff by visual confirmation with our outreach team. We also will require supporting documentation of police reports, supporting documentation from Shelter's, or any other long-term stay based upon the category selected of homelessness. To verify income, we utilize the 24 CFR part 5 to calculate that all income falls below 30- 50% of the FPL and require all clients to bring supporting documentation to support any and all reported income. Supporting documentation include copies of their benefits letters, Social Security income paystub's bank statements, and any other forms of documentation to verify the income reported on the 24 CFR part 5.

Once Approved for transitional housing, families receive three regular meals daily and access to snacks as needed. Each family has a designated advocate to assist with all needs. Utilizing the data learned through the family's self-sufficiency matrix we develop a custom plan to address the identified needs and goals. Client's in our program lacking a high school diploma are guided to receive their GED, and required to attend job skills courses to better understand how to utilize their GED for higher waged employment. As a part of our job skill training program families are encouraged to apply for our fellowship program where they are provided with an opportunity for hands-on learning of office administration skills and clerical skills to improve their resume. Program Participants are required to be in compliance, following guidelines from our Program Service Agreement. This means that the client is attending case management on a weekly biases, attending community classes, and meeting their monthly volunteer hour requirement. Transportation support is provided for clients to attend financial literacy courses, group therapy for mental health support, as well as provide them with access to care such as doctors' appointments.

Two staff persons will be funded under HOME-ARP, two community advocates as well as a house parent that will support and uphold all rules in the program while clients are residing in the home in the program.

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$368,693.50			
	TOTAL Cumulative			**$368,693.50**

2023-2024 HOME Partnership Program

Category: HOME-ARP Supportive Service

HOME-ARP Supportive Services

Applicant Agency: Metro Relief
5201 S Colony Blvd Ste 545
The Colony, TX 75056

Contact Person: Melissa McCombs — Finance Director

Email/Phone mmcombs@metrorelief.org

Project Name: **HOME-ARP Program**

Amount Requested: **$446,100**

Number of Units: 614

Project Description:

Metro Relief's Home ARP-Supportive Services Program is designed to address both the growing issue of homelessness in the Garland Community as well as assist those at risk of becoming homeless. We will provide comprehensive supportive services to 600 clients experiencing homelessness including assistance with vital documents, detox, transitional living, shelters, emergency lodging, and diversion. For clients at risk of homelessness we will help the client regain stability in their current permanent housing or assist them with finding other permanent housing.

This program we will require two mobile case managers($48,000 each/year), one mobile team support staff member at 0.5 FTE($24,000/year), and one program director at .25 FTE($12,000/year).

Metro Relief has worked alongside the City of Garland and the Garland Police Department for approximately 3
years and believe that our program provides the best approach to make homelessness rare, brief, and non-recurring.

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$446,100.00			**$446,100.00**
	TOTAL Cumulative			**$446,100.00**

2023-2024 HOME Partnership Program

Category: Rental Housing Development

HOME-ARP Rental Housing Development

Applicant Agency: Jonathans Place
Duck Creek
Garland TX 75040

Contact Person: Alecia Fry — Executive Director

Email/Phone afrye@kidnet.org — 469-567-7061

Project Name: **HOME-ARP Program**

Amount Requested: **$1,512,334**

Number of Units: 16

Project Description:

Miricle Village Apartment Complex
Once built, The Miracle Village will be a 16 unit apartment complex, for females and males, designed to provide housing for individuals experiencing homelessness; for individuals at risk of homelessness; for individuals fleeing harm; individuals considered to be at "greatest risk" for housing instability, and low-income households not to exceed 30% of all units. There are no services being funded by the HOME-ARP funding or infrastructure. The staff position to be funded through future HOME-ARP is the Miracle Village Case Manager with a requested amount to be funded at $50,000.

	Grant Entitlement Funding	Program Income Generated	Expended/ Committed	Balance
New Funding Requested (FY 24)	$1,512,334.00			**$1,512,334.00**
	TOTAL Cumulative			**$1,512,334.00**

ESG Summary Sheets

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ESG Program 2023-2024 Federal Grant Allocations

Reviewed Applications - Emergency Solutions Grant - Projects

Total Available **$ 188,612**

Application Title	Organization Name	Maximum Available per Category		Requested Amount	Existing/New Project	RFP Remaining Budget	Staff Recommended
ESG Shelter Operations/Street Outreach		**$ 112,919**					
Shelter Operations	Hope's Door/New Beginning			$ 130,000	Existing	**Funded in HOME ARP**	**$ 82,919**
Street Outreach	Metro Releif			$ 144,300	Existing	**Funded in HOME ARP**	**$ 10,000**
Emergency Housing (Motels, case management)	Transcend CD			$ 95,000		**Funded in HOME ARP**	**$ 10,000**
							$ 102,919
Rapid Re-Housing - Short Term Rent		**$ 61,547**					
Rental Assistance/Housing	Under 1 Roof			61,547		**Funded in HOME ARP**	**$ 20,387**
Rental Assistance/Housing	Transcend CD			$ 61,547		**Funded in HOME ARP**	**$ 20,387**
Rental Assistance/Housing	Hopes Door New Beginning			$ 100,000		**Funded in HOME ARP**	**$ 30,773**
ESG Program Administration/Operations	City of Garland Housing and Community Services	**$ 14,146**		$ 14,146	Existing		**$ 14,146**
							Total Available
		$ 188,612		**$ 606,540**			**$ 188,612**

2023-2024 Emergency Solutions Grant

Category: Emergency Shelter/Rapid Rehousing

Applicant Agency:	Hope's Door - New Beginning Center 860 Avenue F, Ste 100 Plano TX 75074		
Contact Person:	Christina Coultas	**Title:**	CEO
Email/Phone	ccoultas@hdnbc.org		469-969-7124
Project Name:	**Domestic Violence Shelter Services and Rapid Rehousing Services**		
Amount Requested Shelter Services FY 22/23:	**$130,000 330 Persons Served**		
Amount Requested Rapid Rehousing FY 22/23:	**$100,000 20 Persons Served**		
Number of Persons Served	350		

ESG Emergency Shelter and Rapid Rehousing

Project Description:

The Domestic Violence Shelter and Support program offers a safe refuge and a fresh start for victims escaping abusive situations. Hope's Door New Beginning Center (HDNBC) aims to use ESG funding to provide emergency shelter and rapid re-housing to a specific number of clients (x) households). These life-saving services offer victims and their children a secure place to escape life-threatening circumstances. At the shelter, victims and their children receive support and education to develop a safety plan and build sustainable lives that break the cycle of domestic violence. Without shelter and a path to safety, many victims face the harsh reality of homelessness, increased violence, or even homicide. Victims staying in the shelter typically spend up to 90 days (with an average of 45 days) as they work towards achieving their housing-related safety goals.

The Rapid Re-housing program aims to assist victims who are homeless due to abuse in finding housing solutions. The program's primary goal is to provide medium-term rental assistance (lasting more than 3 months but no more than 12 months) to approximately three households (10 victims) and their children, who are at risk of or currently experiencing homelessness due to domestic violence. Services offered include case management, education and employment support, counseling, housing search/placement assistance, legal advocacy, and credit repair. Financial assistance may cover rent and security deposits, application fees, utility deposits, and, when possible, moving expenses.

2023-2024 Emergency Solutions Grant

Category: Street Outreach

Applicant Agency:	Metro Relief Street Outreach Program 5201 S Colony Blvd #545 The Colony TX 75056		
Contact Person:	Melissa McCombs	**Title:**	Finance Director
Email/Phone	melissa@metrorelief.org		214-705-3555
Project Name:	**Metro Relief Street Outreach Program**		

ESG Rental Street Outreach - Services

Amount Requested Homeless Prevention FY 22/23: **$144,300**

Number of Persons Served 416

Project Description:

The Emergency Solutions Grant (ESG) program was designed by the U.S. Department of Housing and Urban Development (HUD) to provide individuals and families at-risk or experiencing homelessness with vital services to rapidly help them regain stability in permanent housing. A critical aspect in providing coordinated assistance to those currently experiencing homelessness is Street Outreach Programming. Street Outreach Programs extend the capacity of local Continuums of Care (COC) by reaching out to unsheltered individuals and providing social services "outside the walls" of the typical case management. Street Outreach case managers work closely with their homeless clients to help them access emergency health and mental health services, housing, employment assistance, transportation, and services targeting special populations, like the elderly, disabled, and veterans.

The purpose of the Metro Relief's Street Outreach Program (SOP) is to work in collaboration with the City of Garland, the Garland Police Department, and other Metro Dallas Homeless Alliance (MDHA) participants to decrease the number of unsheltered homeless and chronically homeless individuals living in encampments and other uninhabitable places. The Metro Relief SOP is intentionally designed to provide extremely low-barrier, person-centered, non-facility services. Our goal is to make homelessness rare, brief, and non-recurring in the City of Garland.

For the 12-month period of the grant contract, Metro Relief will engage a minimum of 416 unduplicated homeless adults through the Metro Relief SOP and case manage at least 300 of these individuals. ESG funding will be designated toward the costs of 1) emergency assistance supplies, like food, water, and first aid materials; 2) critical document replacement, like state issued ID's, birth certificates, and social security cards; 3) mobile outreach vehicle supplies and mileage; 4) bus, train, or airfare to send individual home to live with family; 5)emergency lodging/hotels; 6) two Mobile Case Managers at 0.90 FTE; 7) one Program Manager at .25 FTE. The ESG program cost per person served is estimated to be $347 per unduplicated homeless individual.

2023-2024 Emergency Solutions Grant

Category: **Rapid Re-housing**

Applicant Agency:	Under 1 Roof 5787 S. Hmpton Rd. Suite 270 Dallas TX 75232		
Contact Person:	Verna Jones	**Title:**	Executive Director
Email/Phone	vjones@under1roofdallas.org		214-298-4002
Project Name:	**Rental/Housing Assistance Program**		

ESG Rental Services

Amount Requested Homeless Prevention FY 22/23: **$61,547**

Number of Persons Served 4 families

Project Description:

The purpose of Under 1 Roof programs is to provide permanent supportive housing and support services to homeless and low-income individuals and families in Dallas and surrounding counties. The primary goal of Under 1 Roof is to offer safe, affordable housing to homeless individuals, families and their children, seniors, and vets living on the streets, at shelters, or in places unfit for human habitation. Under 1 Roof also provides individualized support services to prevent future homelessness.

Under 1 Roof served 649 households (1089 individuals) in Dallas County during 2022. Those seeking housing and emergency financial assistance are typically the "working poor," low-income individuals and families struggling with a meager budget. 60% of Under 1 Roof clients are single mothers with children. They are often hourly workers and have been severely impacted by recent economic changes. Increases in rent, utilities, and cost of living are creating stressors that increase the potential for abuse or neglect.

We anticipate serving 4 households with funding from the City of Garland's 2023-24 Emergency Solutions Grant Program. No additional staff will be required to fulfill the grant, including rapid rehousing support, and tracking and reporting all client activity and performance related to the program.

2023-2024 Emergency Solutions Grant

Category: **Rapid Re-Housing/Emergency Housing**

Applicant Agency:	Transcend CD 3939 Polk St Dallas, TX 75224		
Contact Person:	Haphen Muchapondwa	**Title:**	CEO President
Email/Phone	haphen@transcendstem.org		830-800-0263
Project Name:	**Transcend Individual and Family Stability Initiatives**		

ESG Rental Assistance/ Motel Voucher- Services

Amount Requested
Homeless Prevention FY 22/23: **$61,547 - Rental Housing Services** **$95,000 - Emergency Housing Services**

Number of Persons Served 88 total

Project Description:

The proposed program aims to address housing instability and homelessness through a combination of rapid rehousing and emergency shelter services. The program's primary purpose is to provide immediate and temporary housing solutions while assisting individuals and families in securing long-term housing stability. During the grant period, the program aims to serve a total of 9 households through rapid rehousing and provide emergency shelter assistance to 25 individuals. These numbers represent unduplicated adults and children who will receive support from the program.
ESG funding will be allocated to cover the following cost items:
Rapid Rehousing:
Maximum spend per household: $6,839
Number of households to be served: 9
Total Spend $61,547
Rapid rehousing assistance will be provided to these households, including rental assistance, security deposits, utility payments, and case management services(including a percentage towards payroll) to support participants' transition into stable housing.
Emergency Shelter (Transitional Housing):
Maximum assistance per person: $950 (up to 2 months of assistance - longer based on a case by case)
Number of individuals to be served: 50
Total Spend $95,000
Emergency shelter assistance in the form of transitional housing will be provided to eligible individuals for a maximum duration of 2 months. This assistance will cover the costs associated with shelter accommodations, supportive services, and case management to help individuals move towards stable housing. The ESG funding will be allocated to cover the costs associated with rapid rehousing for 9 households and emergency shelter assistance for 25 individuals, ensuring that participants have access to safe and secure housing options and the necessary support services to facilitate their journey towards self-sufficiency and long-term housing stability.

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2023-2024 Federal Grant Funding Budget Presentation

Presented by the Community Development Department
June 19, 2023

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2023-2024 Federal Grant Funding

Process Overview

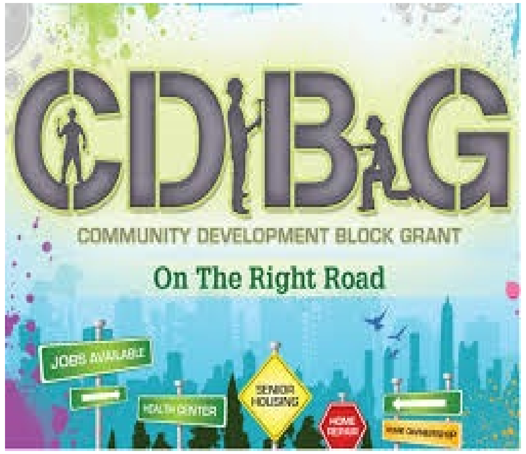
Council is being asked to begin the process of making decisions on how to allocate fiscal year 2023-24 CDBG, HOME, HOME-ARP and ESG funding.

- Worksheets have been provided to Council for review and individual recommendations. Council is being asked to return those completed worksheets by June, 12, 2023 in preparation for the July 10th Work Session discussion meeting.
- A Public Hearing will be held on June 6, 2023 during the regular Council meeting where grant applicants may choose to provide additional information on their request.

2023-2024 Grant Process	
Federal Grants Initial Presentation	June 5, 2023 – Work Session
Public Hearing	June 6, 2023 Regular Council Meeting
Council Recommendation Worksheets	Due back on June 12, 2023
Allocation Discussion	June 19, 2023 – Work Session
Final Allocation Discussion	July 10, 2023 – Work Session
Final Allocation Approval	July 11, 2023 – Regular Council Meeting

2023-2024 Federal Grant Funding

CDBG Entitlement Funding Available



▪ CDBG Funding	$2,124,930
▪ CDBG Carryover Funding	$506,893

▸ Administration	$424,986
▸ Public Services – 15% Set Aside	$318,740
▸ CDBG Projects	$1,888,097

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Prior Year CDBG Accomplishments

Prior Year Grant Accomplishments

- CDBG Funding

- Public Services Programs
  - 2202 people were provided social services through the CDBG Grant Program
  - Services funded included counseling services, elderly yard care, youth summer camp programs, youth mentoring programs, free medical services, domestic violence services, nursing home ombudsman, and rental assistance programs.
- Housing Repair Program
  - 26 single family homeowners were provided repair services through the CDBG Program
  - Services are offered in the form of a grant which does not have to be repaid.
  - Examples of services include HVAC repair/replacement, major electrical repairs, major plumbing repairs, ADA modifications, and other various health and safety repairs.
- GREAT Homes Program
  - 3 single-family homes were acquired and are in the process of renovation. These homes will be sold to income eligible families when completed. Qualified buyers are only required to put $500 down to purchase the home.
- Code Enforcement Program
  - CDBG provided staff funding to enhance the health and safety of low-income neighborhoods. Code Officers act as the liaison to homeowners providing information on the Code Cares Program and other assistance programs as needed.

A total of 2,231 people benefitted from programs offered through CDBG in the prior year.

2023-2024 Federal Grant Funding

HOME Infill Entitlement Funding Available

HOME Funding	$741,993
Administration	$74,199
CHDO – 15% Set Aside	$111,299
City Project Funding	$555,701

***All funding must be used for the development of affordable housing**

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Prior Year Grant Accomplishments

- HOME Infill Funding

Prior Year HOME Accomplishments

- New Construction Single-Family Housing
  - The HOME Infill program developed 6 single-family homes for first time homebuyer families.
    - CHDO Funding to Habitat for Humanity was provided for development of 3 homes
    - The Community Development Department developed 3 homes

- Financing Tools
  - Special tailored financing tools are offered on projects developed by the Community Development Department.
    - Borrowers are only required to have a $500 down payment to purchase the home.
    - 30 year mortgage loans are tailored to borrowers need to maintain affordability
    - All mortgage repayments submitted to Community Development as revenue back to the HOME Program to allow for additional projects.

A total of 6 families benefitted from programs offered through HOME Infill funding in the prior year.

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2023-2024 Federal Grant Funding

ESG Entitlement Funding Available

- ESG Funding $188,612

- Administration $14,146
- Shelter Operations/Outreach $112,919
- Rapid Rehousing/Homeless Prevention $61,547

ESG
Emergency Solutions Grant

***All funding must be used for Homeless Prevention/Shelter/Outreach Activities**

Prior Year Grant Accomplishments

- ESG Funding

Prior Year ESG Accomplishments

- Homeless/Domestic Violence Shelter Services
  - Garland provided funding to a local domestic violence shelter and for emergency street outreach services. As a result of those funds a total of 447 people were served.
- Homeless Prevention Rental Assistance
  - Funding was provided to 21 eligible clients for rental assistance or to provide them with permanent supportive housing.

A total of 468 people benefitted from programs offered through ESG funding in the prior year.

2023-2024 Federal Grant Funding

- HOME-ARP Funding $2,541,737

HOME-ARP
One Time Funding
Available

- Administration $381,261
- Supportive Services $648,143
- Affordable Rental Housing Development $1,512,334

**This is a one-time allocation of funding. Deadline for the program is 9-30-2030*

***All funding must be used for Homeless Prevention/Shelter/Outreach Activities**

Prior Years Ongoing One-Time Grant Programs
CDBG – CV and ESG-CV – CARES Act Funding

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Prior Year Grant Accomplishments

- CDBG-CARES Act Funding – One-time Funding

Prior Year CDBG-CV Accomplishments

- Public Services Programs
  - 5,062 people were provided social services through the CDBG Grant Program in total. Of that amount, 2,145 people were served in prior year.
  - Services funded included counseling services, free medical services, domestic violence services, nursing home ombudsman, and rental assistance programs.
- Parkland Medical Clinic Renovation Program (Carver Center)
  - The program provided funding to renovate the Parkland Emergency Care clinic located in the Carver Center.

A total of 2,145 people benefitted from programs offered through CDBG-CARES Act funding in the prior year.

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Prior Year Grant Accomplishments

- ESG-CV CARES Act Funding

Prior Year ESG-CV CARES Act Accomplishments

- Homeless Outreach Services
  - Garland provided funding for emergency street outreach services. As a result of those funds a total of 236 people were served.
- Homeless Prevention Rental Assistance
  - Funding was provided to 580 eligible clients for rental assistance or to provide them with permeant supportive housing.

A total of 816 people benefitted from programs offered through ESG funding in the prior year.

Non-Federal Grant Program
Garland Housing Finance Partnership Grant Program

Community Development and Garland Housing Finance Corporation Partnership Accomplishments

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GHFC Partnership Accomplishments

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Garland Housing Finance Corporation

- Single-Family Home Repair Programs
  - Community Development Department in administers all GHFC home repair programs. The GHFC Partnership Programs are designed to assist low-income homeowners that may not qualify for traditional grant programs. Funding was provided for a Home Repair Program and for a Code Cares Minor Repair Program. Elderly and/or disabled persons and veteran populations given preference. As of today, staff has committed ALL GHFC funding to approved projects.
    - 37 Substantial Home Repair and Code Cares Projects have been completed
    - 28 Substantial Home Repair and Code Cares Projects are underway
    - TOTAL 65 Projects

A total of 37 people benefitted from programs offered through GHFC funding in the prior year.

Prior Year Federal Grant Funding

In total **5,666** people were served in the prior year through the various Federal grant programs in Garland.

A total of **37** people have been served through the partnership with Garland Housing Finance Corporation and the Community Development Department

Federal Grant Funding

THANK YOU FOR ALL YOUR SUPPORT!

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CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. d.**

Meeting Date: June 5, 2023

Item Title: Downtown Ordinances and Policies - Progress Report

Submitted By: Letecia McNatt, Downtown Coordinator

Summary of Request/Problem

To support the City's investment in the Downtown Square and Streetscapes, a cross-departmental initiative has reviewed key ordinances and policies impacting the downtown district in preparation for Council evaluation. Staff will report progress to date following introduction of the initiative in October 2022.

Recommendation/Action Requested and Justification

Council direction on ordinances proposed for review specific to the use of sidewalk space and parking in the district.

Attachments

Downtown Ordinances & Policies

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Downtown Ordinances and Policies

Garland, TX
DOWNTOWN
DEVELOPMENT
OFFICE

Downtown Core Team

Core Team - Interdepartmental team focused on addressing key issues across the district

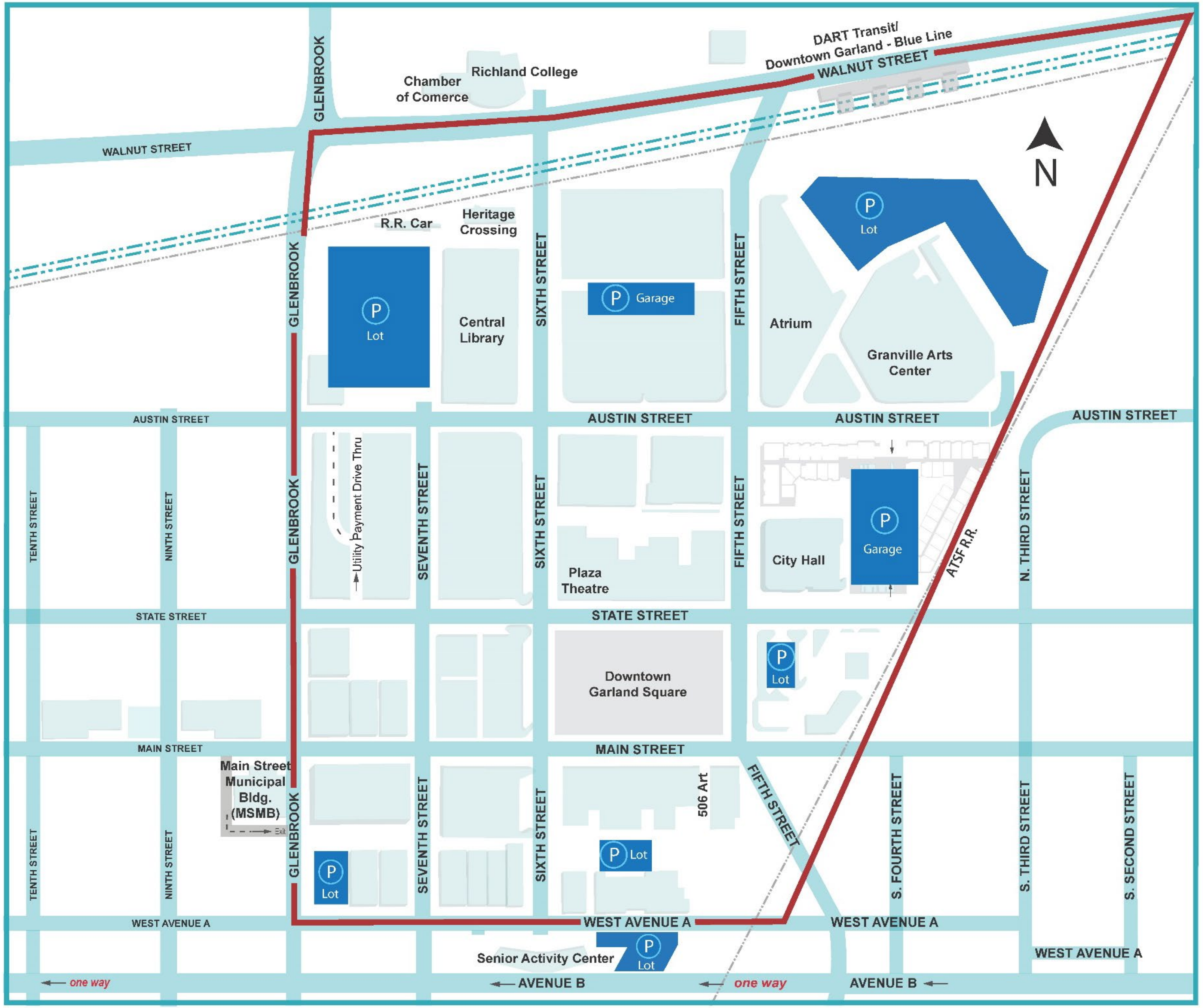
- Building Inspections
- Code Compliance
- Downtown Development
- Engineering
- Economic Development
- Facilities Management
- Neighborhood Vitality
- Parks, Recreation & Cultural Arts
- Planning
- Project Management
- Sanitation
- Transportation

Key Issues

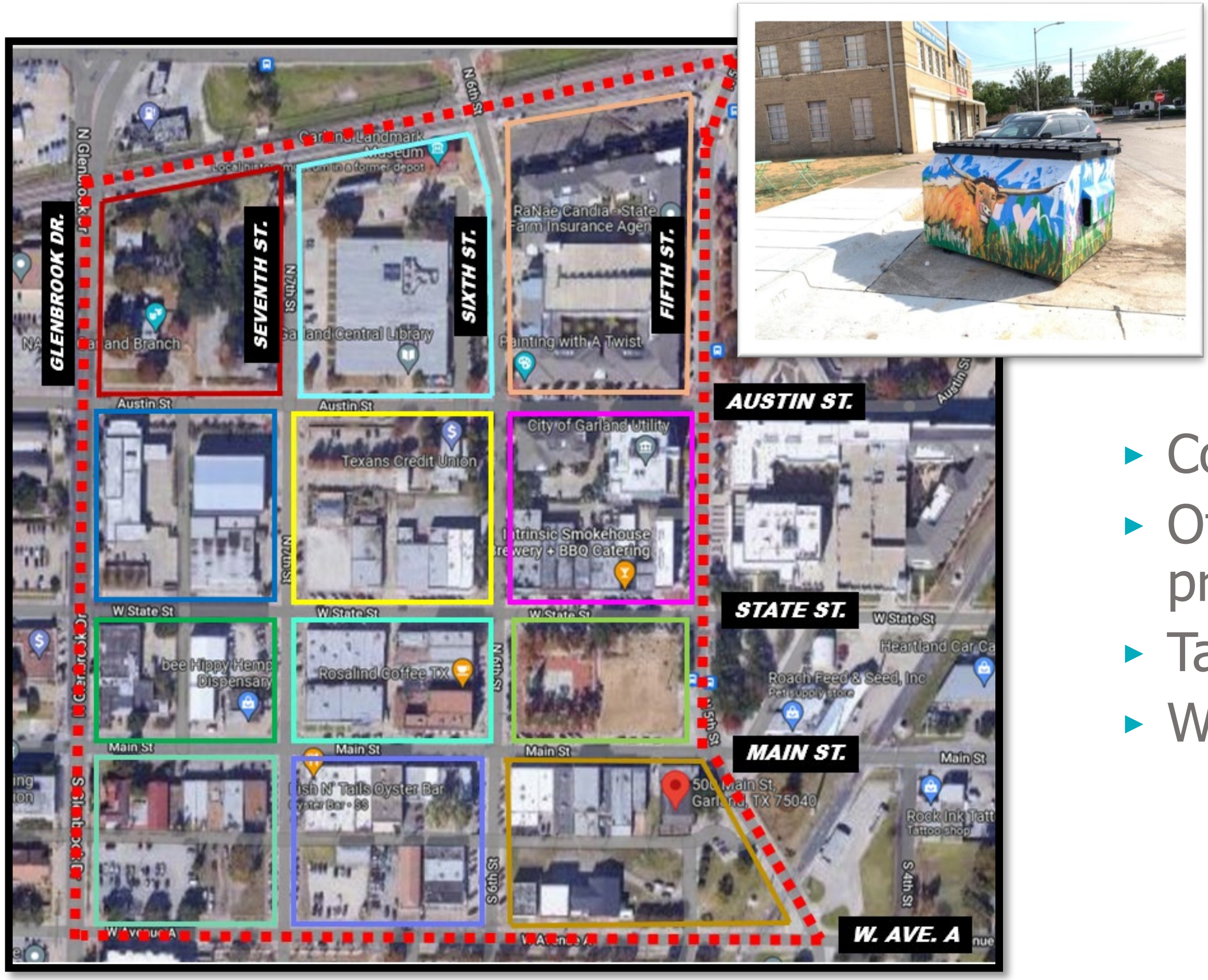
- **Shared Waste Services**
  - Clean up clutter throughout improved area
- **Parking**
  - Revisit recommendations from 2018 Kimley-Horn Parking Study
  - Ensure ordinances match redesign of Square and streetscapes
- **Use of wider sidewalks**
  - Establish "how to" use new public space; minimum standard

Focus Area

- Downtown Historic Sub-district



Shared Waste Services

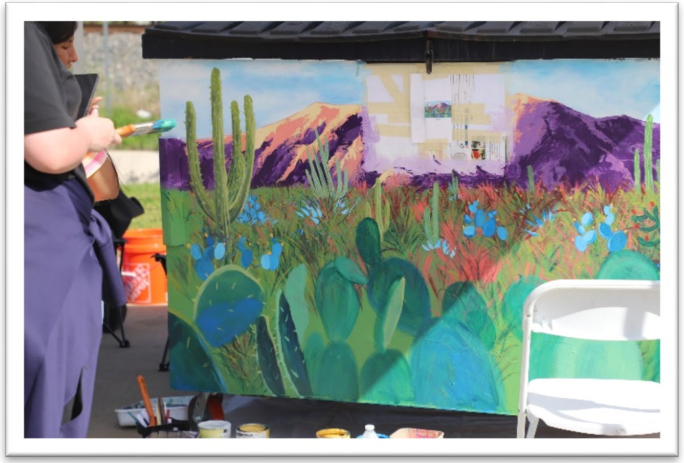


Goal: Eliminate obstacles for pedestrians and vehicles

- Consolidate 29 assets to 9 shared containers
- Off streets and sidewalks on to City or private property
- Tactical Urbanism – local artists
- Work with businesses through transition

Out of the Box

- Big Art Day – April 1
- Sherwin Williams sponsorship
- Call for Artists
  - 86 applicants
  - Over 100 submissions



Out of the Box

Downtown Container Consolidation

Nine Front Load Containers

Placements by Block

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Out of the Box


Behind Intrinsic Smokehouse


By Utility Drive-Thru


By Latham Bakery


717 W Ave A (Behind Lemmond’s)


Alley behind Rosalind Coffee


By downtown public restroom

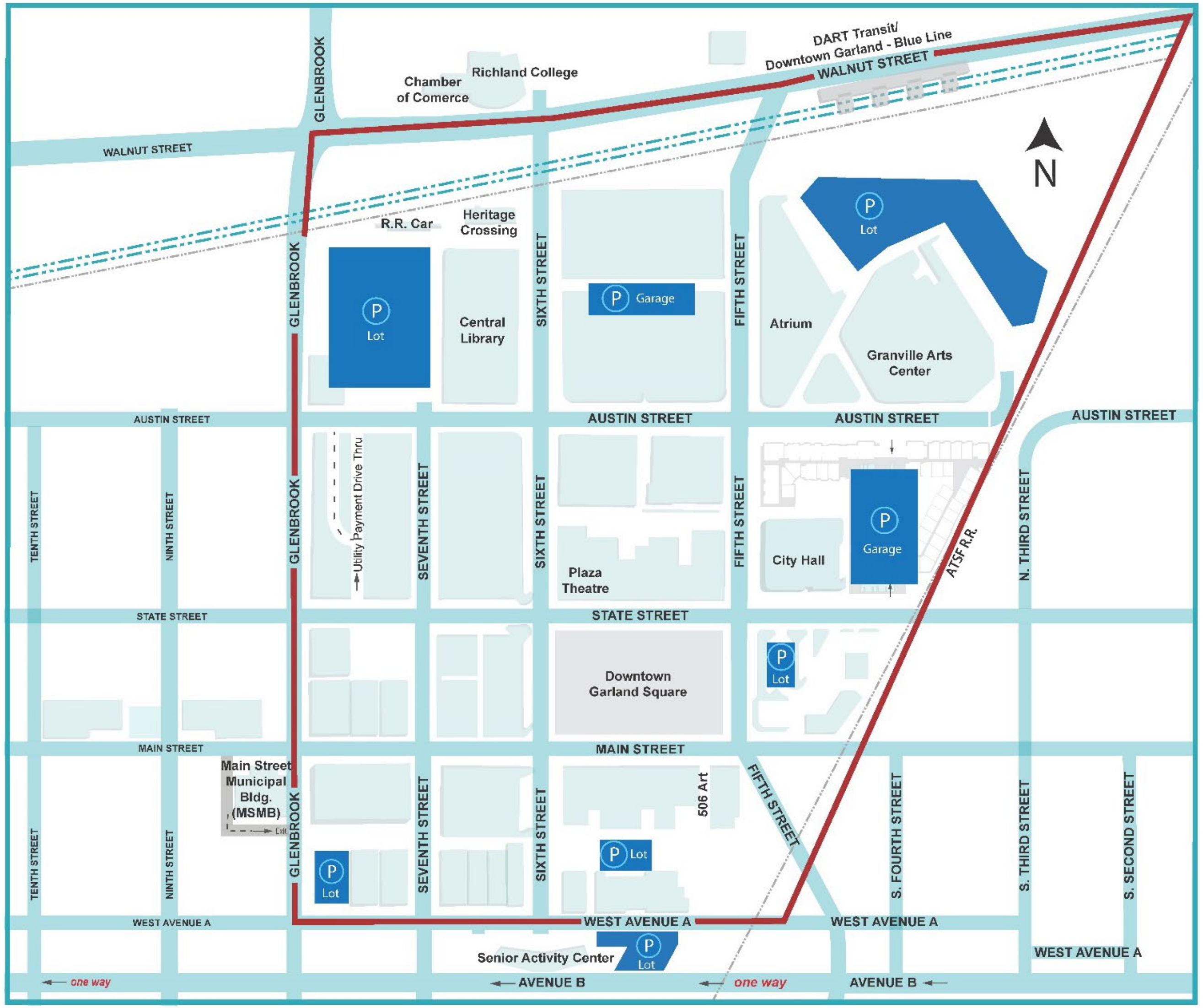

Behind Texans Credit Union/Tavern on the Square

Parking

Focus Area

- **Downtown Historic Sub-district**

  - Implement recommendations from 2018 Parking Study
  - Ensure ordinances match redesign of Square and streetscapes
  - Clear message for end user



Downtown Parking

Code of Ordinances

- Transportation, Art. IV, 33.51, Sec. B
- Transportation, Art. IV, 33.43
- Transportation, Art. VIII, 33.77, Sec. A-B
- Transportation, Art. IV, 33.51, Sec. B

4-hour parking

3-hour parking (on-street)

3-hour parking (select levels of garage)

1-hour parking

Downtown Historic Sub-district boundaries

GOAL

District Approach

- 3 hours or less = on-street parking
- More than 3 hours = surface lots

3-hour proposed parking zone

3-hour parking (select levels of garage)

Downtown Historic Sub-district boundaries

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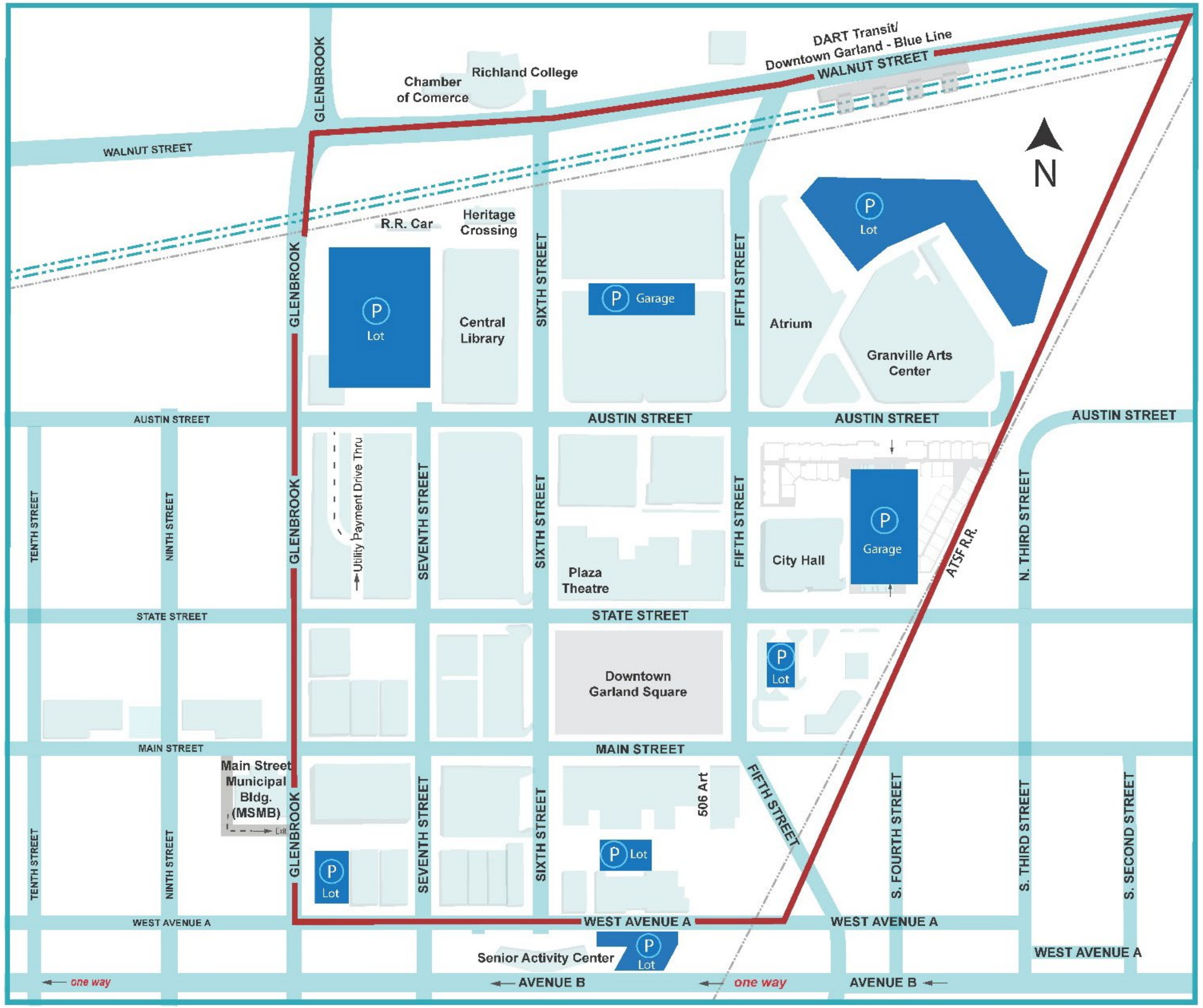
Sidewalk Space

Focus Area

- **Downtown Historic Sub-district**

- Downtown Urban Design Standards (DUDS) – enhanced R.O.W.
- Placemaking
- Pedestrian experience



Use of Sidewalk Space

District Approach

- 6′ pedestrian path from back of curb
- Annual License Use Agreement

Ordinances

- Amend GDC to allow sidewalk use
- Amend CH30 for sidewalk use
  - ✓ Agreement = defense to prosecution

Eligible upon policy approval

Eligible as construction is completed

Downtown Historic Sub-district boundaries

Use of Sidewalk Space

Categories of use for balance

- 3′ – benches, planters, seating
- 4′ – up to 2-top table
- 7′ – up to 4-top table

Minimum standards

Delineation

- Flush markers installed by City

Violation = revocation of agreement

Eligible upon policy approval

Eligible as construction is completed

Downtown Historic Sub-district boundaries

Summary

- **Shared Waste Services**
  - Progress report
- **<u>Downtown Parking</u>**
  - 3 hours or less = on-street parking
  - More than 3 hours = surface lots
- Code of Ordinances
  - Transportation, Art. IV, 33.51, Sec. B
  - Transportation, Art. IV, 33.43
  - Transportation, Art. VIII, 33.77, Sec. A-B
  - Transportation, Art. IV, 33.51, Sec. B
- **<u>Use of Sidewalk Space</u>**
  - 6′ pedestrian path from back of curb
  - Annual License Use Agreement
- Code of Ordinances
  - Amend GDC to allow sidewalk use
  - Amend CH30 for sidewalk use

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CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda **4. e.**

Meeting Date: June 5, 2023

Item Title: Right of Way Permit Process

Submitted By: Michael Polocek, Engineering Director

Summary of Request/Problem

Per Council's request, the Engineering Department is providing a verbal briefing concerning the City's Right of Way Management processes and permits.

Recommendation/Action Requested and Justification

N/A

Attachments

ROW Management Presentation

ROW Management

City Council Presentation

June 5, 2023 (Work Session)

ROW Permits

History

- Utility Deregulation in the late 1990's and early 2000
- City established measures for work in City ROW's and Easements
- Ordinance 5504 (Adopted 09-19-2000)
- City established Utility Registration, Permits and Construction Guidelines document
- Applies to ALL utilities in City ROW's and Utility Easements
  - Includes Frontier, Spectrum, AT&T, Oncor, Atmos, GP&L, City Water and Wastewater and City Telecommunications, etc…
- Ordinance 6928 – Small Cell Network Nodes (Adopted 09-15-2017)

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ROW Permits

Notable Requirements

- Utility Companies and Contractors are required to register each year
- Annual Registration Fee for Utility Company/Contractors
- Proof of Liability Insurance/Bonds
- City Departments are not charged a fee
- Contractors performing work for City Utilities are required to register (fee waived)

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ROW Permits

Application Requirements

- Utility/Contractor submits Permit Application for work w/in ROW
- Application may include multiple locations
- Utility/Contractor must submit plans for each location
- Plans reviewed by City
- Proof of TxDOT, DART, KCS, CORPS of Engineers, or other Agency permits
- City issues permit

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ROW Permits

Permit Requirements\Allowances

- Three feet by three feet sign with contractor identity and telephone number
  - Although not written in the guidelines, the City allows door hangers as notification
  - Properly marked vehicle/equipment with Contactor’s name and number is acceptable
- Working Hours 7:00am to 6:00pm M-F (involving lane closures)
  - Lane Closures allowed after 8:00am and before 4:00pm
- Directional drilling allows between 8:00am to 4:00pm

Common Types of Permitted ROW Construction

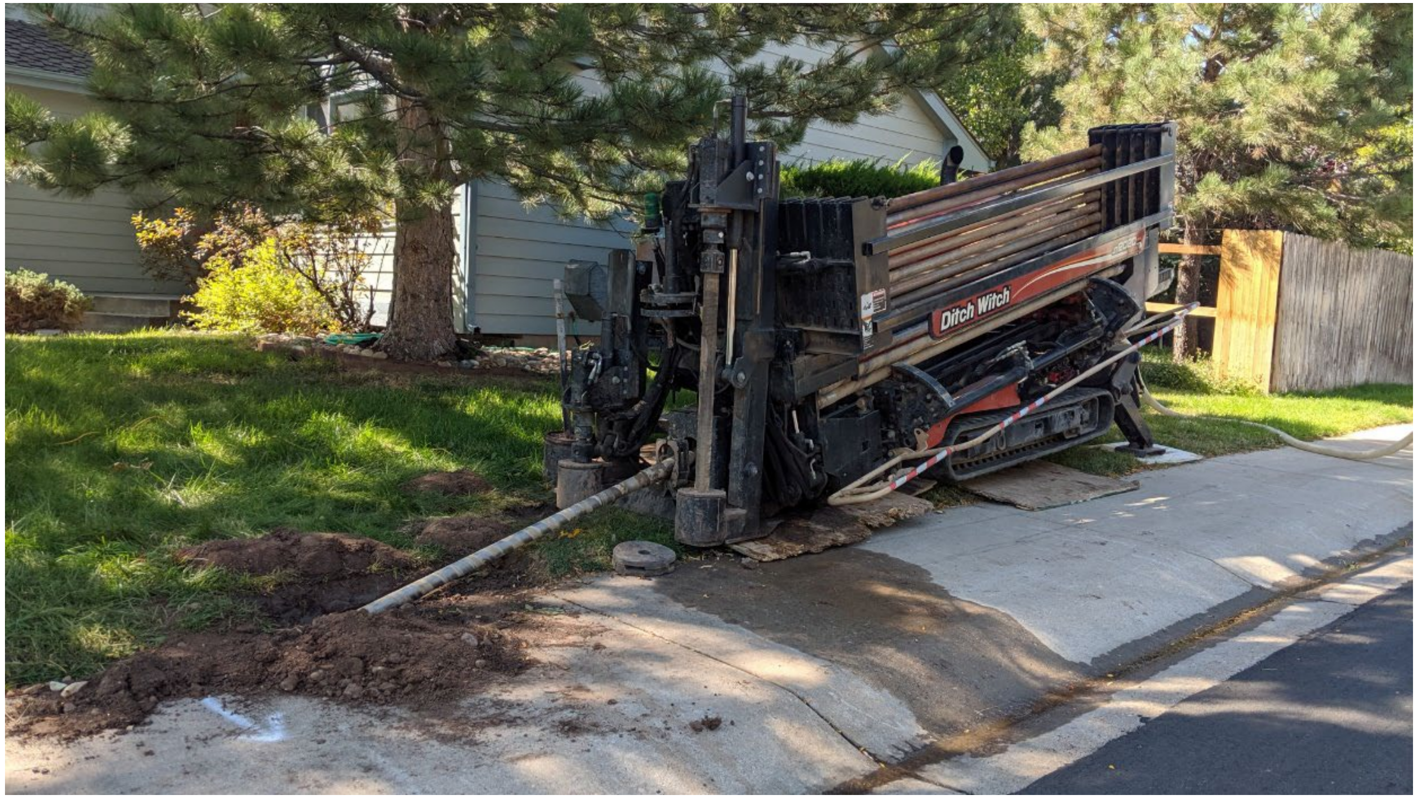
- Open Cut Trench
  - Water
  - Wastewater
  - Electric
  - Atmos

Common Types of Permitted ROW Construction

- Overhead Construction
  - Electric
    - GP&L
    - Oncor
  - Telecommunications
    - AT&T
    - Frontier
    - Spectrum

Common Types of Permitted ROW Construction

- Directional Drilling
  - Telecommunications
    - AT&T
    - Frontier
    - Spectrum
  - Atmos Gas
  - Electric
    - GP&L
    - Oncor



Construction Issues

- Other Utilities in the same area
  - Water
  - Wastewater
  - Drainage
  - Telecommunications
  - Gas
  - Electric
  - Residents' Irrigation Systems

Construction Issues

- Limited Space
  - Narrow easements of 5 to 10 feet wide
  - Encroachment of residential fences into the ROW/easement areas

Damaged Utilities

- Telecommunications Pedestals
  - AT&T
  - Frontier
  - Spectrum

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Damages Utilities

- Loose Wires
  - Wires hanging from utility poles
  - Unburied wires
    - Crossing alleys
    - Along alleys and Streets
    - Across a yard

ROW Permits

Statistics

- Average 2300 permitted locations per year
- 57 Square Miles
- 1 Inspector
  - Reviews plans
  - Issues permits
  - Inspects the sites
  - Responds to damaged pedestals, hanging and unburied wires, etc…
- Administrative staff member assists with data entry of applications

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Contact Us

- City of Garland Website (www.garlandtx.gov)
  - eAssist
    - Damaged Utility Equipment Concerns
      - *5 Different Selections*
- Email
  - engineeringinfo@garlandtx.gov
- Telephone
  - 972-205-2170
    - Option “1” or Option “0”

Questions?