



GARLAND

AGENDA

CITY COUNCIL WORK SESSION City of Garland

REMOTE MEETING

Monday, May 17, 2021
6:00 p.m.

DEFINITIONS:

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

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

NOTICE: Due to the COVID-19 emergency, and pursuant to Section 551.125 of the Texas Government Code and the executive orders of Governor Greg Abbott suspending provisions of the Texas Government Code and other applicable laws of the State regarding normal open meetings, the City Council will hold this meeting by internet/telephonic remote means.

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

https://garlandtx.zoom.us/webinar/register/WN_QV4mhzvVSXKcw8H1Gn9O-A

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

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

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

The Meeting ID is: 967 2060 9585

For participants (online and by phone) who wish to speak, a public comments period is provided as the first item on the agenda. If you desire to address the City Council on a matter that is posted on this agenda, please be prepared to do so at the beginning of the meeting. After the City Council has begun its discussion of the agenda, you will not be recognized to speak. The public comments portion of the meeting is provided for citizen comments. You are invited to offer a comment or make a statement on any item on the agenda. However, please bear in mind that offering comments should not be done in the form of posing questions. Generally, due to legal restrictions, the City Council is not able to answer questions during the public comments portion of the agenda. Your comments must relate to an item on this agenda - non-germane comments are not in order.

If an Executive Session is included as part of the agenda for this meeting, the Executive Session will be conducted by teleconference between and among the members of the City Council and relevant City staff. Public access to that call is prohibited by State law.

COUNCIL HOUSE RULES

- | | |
|--|---|
| 1. Decisions based on issues, goals and vision. | 9. Follow goals, principles and action agenda. |
| 2. Do not take things personal. | 10. Decide, vote and move on. |
| 3. Project a positive attitude. | 11. Avoid ambushes - Council or staff. |
| 4. Focus on issues, not on the person. | 12. Talk to staff before meetings. |
| 5. Be prepared to discuss issues. | 13. Vote our convictions, but be willing to compromise " <i>What is best for Garland.</i> " |
| 6. Maintain decorum. | 14. Follow Roberts Rules of Order consistently. |
| 7. Keep your sense of humor. | 15. Agree to disagree. |
| 8. Honor and respect each other; accept each other as individuals. | 16. Be open and honest. |

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. TxDOT Click it or Ticket Grant May 2021

Council is requested to accept TxDOT's Selective Traffic Enforcement Program (STEP) Click it or Ticket grant funding. This item is scheduled for formal consideration at the May 18, 2021 Regular Meeting.

b. COVID-19 Immunization Grant

Council is requested to authorize the City Manager or his designee to execute a contract agreement with the Texas Department of State Health Services (DSHS) to improve access to COVID-19 vaccines across Garland, Rowlett and Sachse. This item is scheduled for formal consideration at the May 18, 2021 Regular Meeting.

c. Wholesale Wastewater Contract - City of Rowlett

Since 1991, the City has collaborated with the City of Rowlett to provide wastewater treatment services. The City of Rowlett has requested a renewal to continue these services. This new contract supersedes the existing Wastewater Treatment Contract dated June 8, 1994 and will provide treatment services for 20 years from the effective date. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

d. Sale of Property - 1130 Meandering Way

Council is requested to approve the sale of 1130 Meandering Way to the Garland Housing Finance Corporation and provide an executed deed without warranty. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

e. Sale of Property - 504 Clark Street

Council is requested to approve the sale of 504 Clark Street to Allegiantstar Solutions, LLC and provide an executed deed without warranty. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

f. 2020-21 Budget Amendment No. 5

Council is requested to approve Budget Amendment No. 5 as proposed in order to appropriate \$32,000 in the Heliport Fund for a flight path redevelopment study for the Garland Heliport. This item will be scheduled for formal consideration at the May 18, 2021 Regular Meeting.

4. Verbal Briefings:

a. COVID-19 Response Update and Further Actions

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City. Included in the discussion will be proposed dates and procedures for returning to in-person meetings for Council as well as Boards and Commissions.

b. Garland Cultural Arts Master Plan Presentation

Ben Martin and Lynn Osgood with Civic Arts will present Council with a draft of the Garland Cultural Arts Master Plan.

c. Special Events Update

Staff will provide an overview of the Special Events scheduled between June - December 2021.

d. Legislative Update

Council Member Robert John Smith, Chair of the Legislative Affairs Committee, will provide Council with a legislative update.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

The City Council will adjourn into executive session under Sec. 551.087, TEX. GOV'T CODE 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 relating to:

- a. A commercial project located generally southeast of the intersection of South Jupiter Road and West Miller Road
- b. A commercial project located generally northeast of the intersection of West Kingsley Road and South Jupiter Road

The City Council will adjourn into executive session pursuant to Sections 551.071 and 551.087 of the Texas Government Code regarding attorney-client communications and economic development matters relating to the Garland Public Facilities Corporation and a revised project plan to develop a 300 unit housing facility at Saturn Road and Marketplace Drive in Garland, Texas.

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: May 17, 2021
Item Title: TxDOT Click It or Ticket Grant May 2021
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

Council is requested to consider accepting a Texas Department of Transportation (TXDOT) –Selective Traffic Enforcement Program (STEP) - CIOT (Click It or Ticket) Grant for May 2021.

OPTIONS

1. Accept TxDOT STEP Click It or Ticket grant funding.
2. Do Not Accept TxDOT STEP Click It or Ticket grant funding.

RECOMMENDATION

Staff recommends Council accept TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant, for education, awareness and increased safety belt compliance during the period of May 21 to June 9, 2021.

This item is scheduled for formal consideration at the May 18, 2021 Regular Meeting.

BACKGROUND

The Garland Police Department has successfully participated in STEP Click It or Ticket enforcement grants for many years. The purpose of this grant is to save lives by increasing occupant restraint use in all passenger vehicles and trucks by conducting intense occupant protection enforcement as well as public information and education efforts during the enforcement period. Enforcement of these efforts will be focused throughout the City of Garland.

CONSIDERATION

The grant for the time period is in the amount of \$6,201.30. If accepted, TxDOT will reimburse the City of Garland \$4,960.22. The grant requires the City to provide \$1,241.08 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) - CLICK IT OR TICKET (CIOT) GRANT IN THE AMOUNT OF \$6,201.30; AND PROVIDING AN EFFECTIVE DATE. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS:

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program - Click It Or Ticket (CIOT) Grant in the amount of \$6,201.30, for the purpose of vehicle occupant restraint enforcement during the period from May 21, 2021 through June 9, 2021.

Section 2

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. b.

Meeting Date: May 17, 2021

Item Title: COVID-19 Immunization Grant

Submitted By: Jason Chessher, Managing Director

Summary of Request/Problem

Texas Department of State Health Services (DSHS) recently announced funding availability to local jurisdictions for the purpose of increasing COVID-19 vaccinations across the jurisdiction. The Garland Health Department submitted a project request for approximately \$1.18 million over three years to improve vaccine access among critical population groups. Funding will be used to pay regular full time and temporary employees to provide vaccines at various events throughout Garland, Rowlett and Sachse. This is a reimbursement grant, which means costs associated with the approved work plan will be reimbursed at 100% up to the total grant allocation.

This item is scheduled for formal consideration at the May 18, 2021 Regular Meeting.

Recommendation/Action Requested and Justification

Authorize the City Manager or his designee to execute a contract agreement with the Texas DSHS to improve access to COVID-19 vaccines across Garland, Rowlett and Sachse.

Attachments

COVID-19 Vaccination Capacity Contract



TEXAS
Health and Human
Services

Texas Department of State Health Services

John Hellerstedt, M.D.
Commissioner

Kent Manton
Garland Health Department
206 Carver Street
Garland, Texas 75040

Subject: COVID-19 Vaccination Capacity Contract
Contract Number: HHS001019500018
Contract Amount: \$1,184,324.00
Contract Term: Upon Execution through June 30, 2024

Dear Mr. Manton:

Enclosed is the COVID-19 vaccination capacity contract between the Department of State Health Services and Garland Health Department.

The purpose of this contract is to increase COVID-19 vaccination capacity for the jurisdiction.

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

Sincerely,

Melissa D. Tafoya-Cortez, CTCM
Contract Manager
512-776-2643
Melissa.Cortez@dshs.texas.gov

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001019500018
UNDER THE
COVID-19 IMMUNIZATIONS GRANT PROGRAM**

I. PURPOSE

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

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the *Public Health Services Act* Section 317, 42 U.S. Code Section 247B, and *Texas Government Code* Chapter 791 and *Texas Health and Safety Code* Chapters 12 and 121.

III. DURATION

The Contract is effective on the signature date of the latter of the Parties to sign this Contract and terminates on **June 30, 2024**, unless renewed, extended, or terminated pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may extend this Contract for any period(s) of time, provided the Contract term, including all extensions or renewals, does not exceed five years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, also may extend the Contract beyond five years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interests of the State.

IV. BUDGET

The total amount of this Contract will not exceed **\$1,184,324.00**. Grantee is not required to provide matching funds.

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

V. CONTRACT REPRESENTATIVES

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

System Agency

Department of State Health Services
P.O. Box 149347 – Mail Code 1990
Austin, Texas 78714-9347
Attention: Holly Zoerner

Grantee

Garland Health Department
206 Carver Street
Garland, Texas 75040
Attention: Kent Manton

VI. LEGAL NOTICES

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

System Agency

Health and Human Services Commission
Attn: Office of the Chief Counsel
MC1100
4900 North Lamar Boulevard
Austin, Texas 78751

With copy to

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

Grantee

Garland Health Department
206 Carver Street
Garland, Texas 75040
Attention: Kent Manton

VII. NOTICE REQUIREMENTS

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

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

VIII. ADDITIONAL GRANT INFORMATION

System Agency Data Universal Numbering System (DUNS) Number: 807391511
Federal Award Identification Number (FAIN): NH23IP922616

DSHS Contract #HHS001019500018

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Assistance Listing Name and Number: Immunization Cooperative Agreements 93.268

Federal Award Date: 01/15/2021

Federal Award Project Period through 6/30/2024

Name of Federal Awarding Agency: CDC Office of Financial Resources

Awarding Official Contact Information:

Freda Johnson

Email: wve2@cdc.gov

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS001019500018**

SYSTEM AGENCY

GRANTEE

Signature

Printed Name: _____

Title: _____

Date of Execution: _____

Signature

Printed Name: Kent Manton

Title: Public Health Manager

Date of Execution: _____

**THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO.
HHS001019500018 ARE INCORPORATED BY REFERENCE:**

ATTACHMENT A: STATEMENT OF WORK

ATTACHMENT B: BUDGET

ATTACHMENT C: HHS UNIFORM TERMS AND CONDITIONS - GRANT

ATTACHMENT D: HHS CONTRACT AFFIRMATIONS

ATTACHMENT E: FEDERAL ASSURANCES AND CERTIFICATIONS

ATTACHMENT F: HHS DATA USE AGREEMENT

ATTACHMENT G: FFATA FORM

ATTACHMENTS FOLLOW

ATTACHMENT A
STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will conduct any of the following eligible activities that is aligned with the approved workplan:

A. Increase COVID-19 vaccination capacity across the jurisdiction, including among high-risk and underserved populations.

1. Increase the number of vaccine provider sites, including with pharmacies. This can be done through a competitive application process, through enrollment of specific providers into such a program, or through other means.
2. Enroll/train vaccine providers, including complementary providers, to build capacity to vaccinate pediatric and adult populations in accordance with ACIP recommendations.
3. Enlist/educate adult providers, including specialists that see high-risk patients, to identify and refer patients to vaccination clinics if they are not themselves vaccinators.
4. Fund local health departments to expand their operations (e.g., providing vaccinations during evenings, overnight, and on weekends) and to increase their throughput.
5. Support public health workforce recruitment and training including working with health providers from rural communities, communities of color, and/or communities of high social vulnerability (See CDC's Social Vulnerability Index (SVI)).
6. Implement vaccine strike teams, mobile vaccine clinics, satellite clinics, temporary, or off-site clinics to travel and provide vaccination services in non-traditional settings and/or to supplement the work of local health departments in underserved communities.

B. Ensure high-quality and safe administration of COVID-19 vaccines.

1. Implement site visits to COVID-19 vaccination clinics to provide monitoring and quality assurance support (supportive supervision) and to promote quality improvement.
2. Support vaccine administration sites by responding to issues, questions, and ensuring training as needed for new products or changes to products.
3. Provide supplies (including personal protective equipment (PPE)), equipment, and training to providers and partners for:
 - i. Vaccine storage and handling, including monitoring temperature of vaccines
 - ii. Vaccine transport, including any vaccine-specific considerations, for temporary mass vaccination clinics
 - iii. Vaccine administration
4. Ensure vaccine administration sites have appropriate capabilities to address

adverse events, including anaphylaxis.

5. Support provider training and reporting of vaccine adverse events to VAERS.

C. Ensure equitable distribution and administration of COVID-19 vaccines.

1. Monitor vaccination coverage among population subgroups, identifying populations and geographic areas with low coverage. Implement and evaluate interventions and direct vaccine and vaccination efforts to increase coverage.
2. Monitor and improve access to vaccinations in communities of high social vulnerability (CDC's Social Vulnerability Index (SVI)).
3. Continue and expand on the work of Vaccine Equity Committees (or similar committees) to ensure transparency and engagement with the community.
4. Have a written plan to address high-risk and specific populations (including older adults) and how to reach each group, including congregate settings (e.g., correctional facilities), homeless populations, essential workers, and others.
5. Partner, plan, and implement vaccination activities with critical organizations.

These organizations could include but are not limited to:

- i. Colleges and Universities
- ii. Occupational health settings for large employers
- iii. Churches or religious institutions
- iv. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
- v. Pharmacies
- vi. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
- vii. Organizations and businesses that employ critical workforce
- viii. First responder organizations
- ix. Non-traditional providers and locations that serve high-risk populations
- x. Other partners that serve underserved populations
6. Plan and implement vaccination activities with organizations and businesses that employ frontline essential workers as defined by the Cybersecurity & Infrastructure Security Agency (CISA).

D. Grantee must obtain approval from System Agency on the workplan within 30 days of Contract execution.

E. Submit a quarterly program report on the report template to be provided by System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review. Submit reports by electronic mail to ImmunizationContractsCOVID3@dshs.texas.gov and holly.zoerner@dshs.texas.gov. The email "Subject Line" and the name of the attached file for all reports should be clearly identified with the Grantee's Name and Contract Number.

F. Grantee may use funds to pay pre-award costs which date back to December 1, 2020, that are directly related to the activities outlined in the Statement of Work.

All pre-award costs must be approved in writing by System Agency.

- G. Grantee may not use funds for research, clinical care, fundraising activities, or funding an award to another party or provider who is ineligible. Other than normal and recognized executive-legislative relationships, no funds may be used for:
1. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body;
 2. The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative act or Executive order proposed or pending before any legislative body.

II. PERFORMANCE MEASURES

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

III. INVOICE AND PAYMENT

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

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us
EMAIL: CMSInvoices@dshs.texas.gov

- B. Grantee will be paid on a cost reimbursement basis and in accordance with **ATTACHMENT B, BUDGET** to this Contract.
- C. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to System Agency upon request. In the event a cost reimbursed under the Contract is later determined to be unallowable, then the Grantee will reimburse System Agency for that cost.
- D. Grantee will submit quarterly Financial Status Reports (FSRs) to System Agency by the last business day of the month following the end of each quarter of the Contract for System Agency review and financial assessment. The quarters are as follows:

1. July 1 through September 30
 2. October 1 through December 31
 3. January 1 through March 31
 4. April 1 through June 30
- E. Grantee will submit a request for reimbursement (HHS Form B-13) as a final close-out invoice not later than forty-five (45) calendar days following the end of the term of the Contract. Reimbursement requests received in the System Agency office more than forty-five (45) calendar days following the termination of the Contract may not be paid.
- F. Grantee will submit a final FSR as a final close-out FSR not later than forty-five (45) calendar days following the end of the term of the Contract.

ATTACHMENT B
BUDGET

Organization Name: Garland Health Department

Program ID: IMM/COVID-19

Contract Number: HHS001019500018

Budget Categories	Total Budget Amount
Personnel	\$844,800.00
Fringe	\$321,024.00
Travel	\$0.00
Equipment	\$18,500.00
Supplies	\$0.00
Contractual	\$0.00
Other	\$0.00
Total Direct	\$1,184,324.00
Indirect	\$0.00
Total	\$1,184,324.00

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Attachment C

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



TEXAS

Health and Human Services

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

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

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

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

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

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

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

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

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

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

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

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

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.2 INTERPRETIVE PROVISIONS

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

ARTICLE II. PAYMENT METHODS AND RESTRICTIONS

2.1 PAYMENT METHODS

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

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

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

2.2 FINAL BILLING SUBMISSION

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

2.3 FINANCIAL STATUS REPORTS (FSRs)

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

2.4 USE OF FUNDS

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

2.5 USE FOR MATCH PROHIBITED

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

2.6 PROGRAM INCOME

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

2.7 NONSUPPLANTING

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

2.8 ALLOWABLE COSTS

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

2.9 INDIRECT COST RATES

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

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 FUNDING

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

3.2 NO DEBT AGAINST THE STATE

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

3.3 DEBT AND DELINQUENCIES

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

3.4 RECAPTURE OF FUNDS

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

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

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

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

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

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

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

4.2 AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

B. Financial Statements

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

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

A. Audits

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

i. HHS portal at: or,

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

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

B. Financial Statements

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

i. HHS portal at:

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

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

ARTICLE V. AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 GENERAL AFFIRMATIONS

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

5.2 FEDERAL ASSURANCES

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

5.3 FEDERAL CERTIFICATIONS

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

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

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

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

6.2 GRANTEE'S PRE-EXISTING WORKS

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

6.3 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

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

6.4 DELIVERY UPON TERMINATION OR EXPIRATION

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

6.5 SURVIVAL

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

ARTICLE VII. RECORDS, AUDIT, AND DISCLOSURE

7.1 BOOKS AND RECORDS

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

7.2 ACCESS TO RECORDS, BOOKS, AND DOCUMENTS

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

7.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

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

7.4 SAO AUDIT

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

7.5 CONFIDENTIALITY

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

ARTICLE VIII. CONTRACT REMEDIES AND EARLY TERMINATION

8.1 CONTRACT REMEDIES

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

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

8.2 TERMINATION FOR CONVENIENCE

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

8.3 TERMINATION FOR CAUSE

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

i. **Material Breach**

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

ii. **Failure to Maintain Financial Viability**

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

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1 AMENDMENT

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

9.2 INSURANCE

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

9.3 LEGAL OBLIGATIONS

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

9.4 PERMITTING AND LICENSURE

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

9.5 INDEMNITY

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

9.6 ASSIGNMENTS

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

9.7 INDEPENDENT CONTRACTOR

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

9.8 TECHNICAL GUIDANCE LETTERS

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

9.9 DISPUTE RESOLUTION

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

9.10 GOVERNING LAW AND VENUE

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

9.11 SEVERABILITY

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

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

9.12 SURVIVABILITY

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

9.13 FORCE MAJEURE

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

9.14 NO WAIVER OF PROVISIONS

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

9.15 PUBLICITY

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

9.16 PROHIBITION ON NON-COMPETE RESTRICTIONS

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

9.17 NO WAIVER OF SOVEREIGN IMMUNITY

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

9.18 ENTIRE CONTRACT AND MODIFICATION

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

9.19 COUNTERPARTS

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

9.20 PROPER AUTHORITY

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

9.21 E-VERIFY PROGRAM

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

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

9.22 CIVIL RIGHTS

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

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

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

9.23 SYSTEM AGENCY DATA

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

HEALTH AND HUMAN SERVICES
CONTRACT NO.
Attachment D CONTRACT AFFIRMATIONS

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

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

- 1.** Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.
- 2. Complete and Accurate Information**
Contractor represents and warrants that all statements and information provided to HHS are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response.
- 3. Public Information Act**
Contractor understands that HHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 4. Contracting Information Requirements**
Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

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

6. Terms and Conditions

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

7. HHS Right to Use

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

8. Release from Liability

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

9. Dealings with Public Servants

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

10. Financial Participation Prohibited

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

11. Prior Disaster Relief Contract Violation

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

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

12. Child Support Obligation

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

13. Suspension and Debarment

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

14. Excluded Parties

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

15. Foreign Terrorist Organizations

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

16. Executive Head of a State Agency

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

17. Human Trafficking Prohibition

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

18. Franchise Tax Status

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

19. Debts and Delinquencies

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

20. Lobbying Prohibition

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

21. Buy Texas

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

22. Disaster Recovery Plan

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

23. Computer Equipment Recycling Program

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

24. Television Equipment Recycling Program

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

25. Cybersecurity Training

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

26. Restricted Employment for Certain State Personnel

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

27. No Conflicts of Interest

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

28. Fraud, Waste, and Abuse

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

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

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

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

- OIG Toll Free Hotline 1-800-436-6184

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

29. Antitrust

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

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

30. Legal and Regulatory Actions

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

31. No Felony Criminal Convictions

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

32. Unfair Business Practices

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

33. Entities that Boycott Israel

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

34. E-Verify

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

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

35. Former Agency Employees – Certain Contracts

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

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

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

37. Abortion Funding Limitation

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

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

38. Funding Eligibility

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

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

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

40. False Representation

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

41. False Statements

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

42. Permits and License

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

43. Drug-Free Workplace

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

44. Equal Employment Opportunity

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

45. Federal Occupational Safety and Health Law

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

46. Signature Authority

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

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

Legal Name of Contractor**Assumed Business Name of Contractor, if applicable (d/b/a or 'doing business as')****Texas County(s) for Assumed Business Name (d/b/a or 'doing business as')**

Attach Assumed Name Certificate(s) filed with the Texas Secretary of State and Assumed Name Certificate(s), if any, for each Texas County Where Assumed Name Certificate(s) has been filed

Signature of Authorized Representative

Kent Manton

**Printed Name of Authorized Representative
First, Middle Name or Initial, and Last Name****Physical Street Address****Mailing Address, if different****Phone Number****Email Address****Federal Employer Identification Number****Texas Franchise Tax Number****Date Signed**

Public Health Manager

Title of Authorized Representative**City, State, Zip Code****City, State, Zip Code****Fax Number****DUNS Number****Texas Payee ID No. – 11 digits****Texas Secretary of State Filing
Number**

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE  Public Health Manager
APPLICANT ORGANIZATION 	DATE SUBMITTED 

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

Public Health Manager

* SIGNATURE:

* DATE:

ATTACHMENT F

HHS DATA USE AGREEMENT

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

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

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

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

ARTICLE 2.

DEFINITIONS

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

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

“Authorized User” means a Person:

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

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

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

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

(1) Client Information;

(2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

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

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

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

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

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

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

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

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

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit

Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

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

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

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

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

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure

and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

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

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

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

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

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

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of

Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

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

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

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

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

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

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

(C) Breach Notice:

(1) Initial Notice.

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

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

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

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

(a) The date the Event or Breach occurred;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5. STATEMENT OF WORK

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

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

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

6.02 HHS Commitment and Obligations

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

6.03 HHS Right to Inspection

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

6.04 Term; Termination of DUA; Survival

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

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

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

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

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

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

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

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

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

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

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

6.05 Governing Law, Venue and Litigation

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

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

6.06 Injunctive Relief

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

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

6.07 Responsibility.

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

6.08 Insurance

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

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

6.08 Fees and Costs

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

6.09 Entirety of the Contract

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

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

6.10 Automatic Amendment and Interpretation

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

Attachment G**Fiscal Federal Funding Accountability and Transparency Act
(FFATA) CERTIFICATION**

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

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

Printed Name of Authorized Representative Kent Manton	Signature of Authorized Representative
Title of Authorized Representative Public Health Manager	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

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

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

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

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

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

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

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

C. Certification Regarding Public Access to Compensation Information.

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

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

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

Provide compensation information here:

Certificate Of Completion

Envelope Id: EA064D2B9DE649BE96BD9452F5BFC456	Status: Sent
Subject: New \$1,184,324.00; HHS001019500018; Garland Health Department; DSHS/LIDS - IMM/COVID-19	
Source Envelope:	
Document Pages: 67	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Texas Health and Human Services Commission
Time Zone: (UTC-06:00) Central Time (US & Canada)	1100 W. 49th St.
	Austin, TX 78756
	PCS_DocuSign@hhsc.state.tx.us
	IP Address: 167.137.1.16

Record Tracking

Status: Original	Holder: Texas Health and Human Services	Location: DocuSign
4/16/2021 7:57:10 PM	Commission	
	PCS_DocuSign@hhsc.state.tx.us	

Signer Events

Signature	Timestamp
Kent Manton	Sent: 4/16/2021 8:13:18 PM
Kmanton@garlandtx.gov	Viewed: 4/19/2021 12:37:26 PM
Public Health Manager	
Security Level: Email, Account Authentication (None)	
Electronic Record and Signature Disclosure:	
Not Offered via DocuSign	

Andy Marker

Edward.Marker@hhsc.state.tx.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Karen Ray

karen.ray@hhs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Riley

Chad.Riley@hhs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jennifer Sims

jennifer.sims@dshs.texas.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
CMS Inbox cmucontracts@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/16/2021 8:13:18 PM
Melissa D. Tafoya-Cortez melissa.cortez@dshs.texas.gov Contract Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/16/2021 8:13:17 PM Viewed: 4/16/2021 8:19:09 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/16/2021 8:13:18 PM
Payment Events	Status	Timestamps



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. c.

Meeting Date: May 17, 2021

Item Title: Wholesale Wastewater Contract - City of Rowlett

Submitted By: Wes Kucera, Managing Director

Summary of Request/Problem

In addition to treating its own wastewater, the City of Garland provides treatment services for the Cities of Rowlett and Sachse, and for portions of the Cities of Sunnyvale, Dallas and Richardson. Since 1991, the City has collaborated with the City of Rowlett to provide wastewater treatment services. The City of Rowlett has requested a renewal to continue these services. This new contract supersedes the existing Wastewater Treatment Contract dated June 8, 1994 and will provide treatment services for twenty (20) years from the effective date.

Recommendation/Action Requested and Justification

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

Attachments

Wastewater Contract - City of Rowlett

WHOLESALE WASTEWATER CONTRACT

This Wholesale Wastewater Contract (the "Contract") is made and entered into this, the _____ day of _____, _____, (the "Effective Date") by and between the City of Garland, Texas, a Texas home-rule municipality ("Garland"), and the City of Rowlett, Texas, a Texas home-rule municipality, ("Rowlett").

WHEREAS, Garland and Rowlett have previously entered into that certain Wastewater Treatment Contract Between the City of Rowlett and the City of Garland dated June 8, 1994 ("1994 Agreement"), together with any and all amendments thereto, providing for wastewater treatment services; and

WHEREAS, Garland and Rowlett agree that this Contract is understood and intended to supersede and replace the terms and conditions of the 1994 Agreement.

Garland and Rowlett, in consideration of the terms, covenants and conditions herein contained, hereby agree as follows:

1. Definitions

When used in this Contract, the following terms, when capitalized, shall be defined as follows. In the event a definition herein conflicts with the same definition in Article VIII, "Industrial Wastes", Section 22.140(C) of the City of Garland Code of Ordinances, as amended, the definition in the Code of Ordinances will prevail:

1.1 Act or "the Act" - The Federal Water Pollution Control Act, also known as the Clean Water Act ("CWA"), as amended (33 U.S.C. 1251, et seq.).

1.1.1 Approved Connection Points - the Points of Entry identified in Exhibit A, as it may be amended from time to time.

1.1.2 Basin Map - The map attached hereto as Exhibit "B, which identifies the service area under this Contract."

1.2 Biochemical Oxygen Demand (BOD) - A measurement of the amount of oxygen utilized by the decomposition of organic material, over a specified time (usually five days) in a wastewater sample; it is used as a measurement of the readily decomposable organic content of a wastewater.

1.2.1 **Business Day** - shall mean any day other than a Saturday, Sunday, or official City holiday in which either Garland's or Rowlett's City Hall offices are closed for business.

1.3 **Calibration** - Field verification of metering station flow measurement accuracy utilizing flow meter calibration and field measured velocity profile data.

1.4 **Capital Improvements** - Construction of or improvements to any facilities that provide utility services and benefits common to all customers and that have a life expectancy of three or more years, whether such capital improvements are located within the jurisdictional limits of Garland or Rowlett, including but not limited to wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors and lift stations, if any, associated therewith.

1.5 **Composite Sample** -The sample resulting from the combination of several discrete wastewater samples collected at equal time intervals, or proportionally to the flow rate of the discharge.

1.6 **Rowlett System or Rowlett's System** - The facilities of Rowlett used for pretreatment, collection or transportation of wastewater to the Point of Entry.

1.7 **Delivery Facilities or Delivery Facility** - All facilities necessary for the transmission of wastewater to the Garland System from the point the line from the Rowlett system enters the Metering and Sampling Facility and forward to the Point of Entry including the connection point facilities and the Metering and Sampling Equipment.

1.8 **Director** - Garland's Managing Director of Water and Wastewater or his designee.

1.9 **Domestic Accounts** - Those accounts under which wastewater is being discharged that does not exceed the quality parameters outlined in Section 7.3.

1.10 **Facility Expansion** - The expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new or existing development.

1.11 **Garland System or Garland's System** - Garland's wastewater collection and treatment system, which is a Publicly Owned Treatment Works under Section 307 of the Act. For purposes of this Contract, the Garland System includes all wastewater treatment plants of Garland as a unified system.

1.12 General Benefit Capital Facilities - Wastewater facilities that provide utility services and benefits common to all customers; this includes wastewater treatment facilities, metering and sampling facilities, control systems and appurtenances, and all major collectors and interceptors that are eighteen inches and greater in diameter.

1.13 In Writing - means a written document signed by both parties to this Contract.

1.14 Indirect Discharge - The introduction of pollutants into the Publicly Owned Treatment Works from any nondomestic source regulated under section 307(b), (c), or (d) of the Act.

1.15 Industrial User - A source of Indirect Discharge.

1.16 Industrial Wastes - All water-borne solids, liquids or gaseous substances resulting from industrial, manufacturing or food processing operations, or from the development of a natural resource, or any mixture of these with water or domestic sewage.

1.17 Infiltration - Water that has migrated from natural sources into the wastewater system.

1.18 Inflow - Water other than sewage that enters a wastewater system (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary catch basins, cooling towers, storm waters, surface runoff, street wash waters or drainage. Inflow does not include, and is distinguished from, infiltration water.

1.19 Liquid Waste - The water-borne solids, liquids, and gaseous substances derived from certain sources including, but not limited to, grease traps, septic tanks, chemical toilet waste, and sand trap waste.

1.20 Metering and Sampling Equipment – The metering and telemetry equipment required to accurately measure or sample wastewater flows. The Metering and Sampling Equipment shall be contained with Metering and Sampling Facility(s).

1.21 Metering and Sampling Facility - The meter station, including the Metering and Sampling Equipment, at the Point of Entry or other such locations as may be mutually agreed upon in writing. The plural and singular version of this term are used interchangeably in this Contract, depending upon the context.

1.22 Non-domestic Account - Those accounts under which wastewater is being discharged that exceeds the quality parameters outlined in Section 7.3.

1.23 Non-metered Area - Areas within Rowlett's corporate, certificated or service area boundaries that generate wastewater that do not drain into a part of the Rowlett System for which wastewater flow is measured by an approved metering and sampling facility.

1.24 Point of Entry - Any points at which Rowlett's wastewater enters the Garland System, by whatever means, whether metered or unmetered.

1.25 Pretreatment - The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of introducing such pollutants into the Publicly Owned Treatment Works. The reduction or alteration can be obtained by physical, chemical or biological processes, by process changes, or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable pretreatment standard.

1.26 Pretreatment Requirements - Any substantive or procedural requirement related to pretreatment imposed on an industrial user, other than a pretreatment standard.

1.27 Pretreatment Standard or Standards - Pretreatment standards shall mean prohibitive discharge standards, categorical pretreatment standards, and local limits.

1.28 Process Wastewater - Any water which, during manufacturing or processing, comes into direct contact with or result from the production or use of a raw material, intermediate product, finished product, by-product, or waste product.

1.29 Publicly Owned Treatment Works (POTW) -A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292), which is owned by the State or a municipality. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes and any conveyances which convey wastewater to a treatment plant. The term also means the municipal entity having jurisdiction over the industrial users and responsibility for the operation and maintenance of the treatment works.

1.30 Significant Industrial User-

(A) Industrial users subject to categorical pretreatment standards; and

(B) Any other industrial user that:

- (i) Discharges an average of 25,000 gpd or more of process wastewater;**
- (ii) Contributes a process waste stream which makes up 5 percent or more of the hydraulic or organic loading of the treatment plant; or**
- (iii) Is designated as significant by Garland on the basis that the industrial user has a reasonable potential for adversely affecting the Publicly Owned Treatment Works' operation or for violating any pretreatment standard or requirement.**

1.31 Standard Methods - Those testing or analysis procedures as prescribed in the then current edition of "Standard Methods for Examination of Water and Wastewater," published by the American Public Health Association or the U.S. Environmental Protection Agency Manual of Methodologies for the Examination of Water and Wastewaters, or as will otherwise comply with procedures specified in state and federal discharge permits held by Garland.

1.32 Strength - The concentration of dissolved and suspended matter in sewage, as indicated by biochemical oxygen demand or suspended solids.

1.33 System Cost - Operating expenses and capital related costs incurred by Garland pursuant to the provision of wastewater collection and treatment service to the wholesale class of sewer customers. Such costs are to be collected by Garland as a component of the annual cost of providing wholesale wastewater service.

1.34 Suspended Solids – The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

1.35 Unauthorized Discharge – Any discharge of wastewater into or adjacent to waters in the state at any location not permitted.

1.36 Wastewater - Liquid and water-carried industrial wastes, and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the Publicly Owned Treatment Works.

2. Connection to the Garland System

2.1 Garland hereby grants to Rowlett, upon compliance with the terms and conditions contained herein, permission to connect Rowlett's System to the Garland System for the term of this Contract provided that Rowlett is not in material breach of any provision of this Contract.

2.2 Garland agrees to accept all conforming wastewater as provided in Chapter 22 of the City of Garland Code of Ordinances, delivered by Rowlett in accordance with this Contract at the Point(s) of Entry designated on Exhibit "A", attached hereto and incorporated herein, and at such additional points as may later be mutually agreed upon by the parties In Writing. Rowlett agrees to deliver all of its wastewater flows from the area depicted in the Basin Map, attached as Exhibit "B", to Garland unless otherwise approved in writing by Garland.

2.3 The cost of all delivery facilities necessary to convey wastewater to Approved Connection Points, whether shown on Exhibit "A" or mutually agreed upon at a later date by the parties, together with the cost of connection of the Rowlett System to the Garland System, shall be borne by Rowlett. In the event Garland requests Rowlett to increase the size of any such delivery facility, the difference in the cost of the delivery facilities that would be necessary to convey wastewater to the designated Points of Entry, and the cost of the delivery facilities as requested by Garland, shall be at Garland's expense and may be allocated as a System Cost if so determined in future cost-of-service studies.

2.4 Unless mutually agreed to In Writing by Garland and Rowlett, Rowlett shall be responsible for the design, contracting, construction, and financing of Delivery Facilities including the cost and acquisition of any necessary rights-of-way and easements to and from such facilities. All designs, materials, and specifications of the Metering and Sampling Facilities (including the Point of Connection and Metering and Sampling Equipment) shall be as mutually agreed by the parties. Plans and specifications for any Delivery Facility which directly connects to the Garland System shall be submitted to the Director for written approval. Such approval shall not be unreasonably withheld or delayed. Construction of Delivery Facilities by Rowlett shall not begin until Garland has given its approval. Rowlett agrees that Garland has the right to make periodic inspections during the construction phase of the Delivery Facilities. Final acceptance of Delivery Facilities that are to be dedicated or conveyed to Garland is subject to the inspection and written approval of the Director, which acceptance shall not be unreasonably denied or delayed.

2.5 2.5 After the effective date of this Contract, Rowlett shall provide written notice to the Director if any new user or new development will require greater capacity than 100,000 gallons per day.

3. Maintenance of Rowlett System

3.1 Rowlett agrees to maintain Rowlett's System in good condition and to make repairs in a timely manner. Garland shall not have any responsibility or liability for the operation of the Rowlett's System, it being Rowlett's sole responsibility to provide adequate facilities to deliver its wastewater to the Garland System.

4. Metering and Sampling Facilities

4.1 (a) On the effective date of this Contract, if Rowlett purchases Metering and Sampling Facilities, Rowlett shall transfer ownership of all Metering and Sampling Facilities, including all Metering and Sampling Equipment, to Garland at no cost and Garland shall have the exclusive right to enter, use, operate, and maintain Metering and Sampling Facilities and Garland shall become solely responsible for the operational and maintenance responsibilities associated with these facilities. Should additional Points of Entry be added by Rowlett thereafter to deliver Rowlett's wastewater to the Garland System, Rowlett shall construct Metering and Sampling Facilities for each such Point of Entry that are designed and engineered in a manner satisfactory to Garland, and shall transfer ownership of such newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate, repair, and maintain the facilities as specified in this section. Rowlett will always provide Garland a route of ingress and egress to Metering and Sampling Facilities, which shall be accessible to Garland without notice. Garland shall have the discretion to construct improvements, expansions, and replacements to these facilities as a System Cost and at the timing of Garland's needs. The cost of improvements and expansions to Metering and Sampling Facilities shall be included as a System Cost. Garland shall permit Rowlett to review proposed construction, expansion, and replacement plans. Rowlett will grant and provide to Garland such permits or easements as are necessary for the continuous operation and maintenance of all metering and sampling facilities. All such costs incurred by Garland for operation, maintenance, construction, expansion, and replacement of Metering and Sampling Facilities shall be considered System Costs, unless otherwise provided in this section.

(b) Alternatively, Rowlett may, subject to Garland's approval, enter into an agreement with a third-party for the lease, maintenance, repair and calibration of the Metering and Sampling Equipment. Should Rowlett exercise this option, it shall have

responsibility of repairing, maintaining and calibrating the Metering and Sampling Equipment; however, all repair, maintenance and calibration shall be performed by the third-party company.

(c) Rowlett shall notify Garland, in writing, at least 72 hours in advance, of any repair, maintenance or calibration to be performed by the third-party company.

(d) Rowlett will always provide Garland a route of ingress and egress to Metering and Sampling Facilities, which shall be accessible to Garland without notice. Rowlett will grant and provide to Garland such permits or easements as are necessary for the continuous operation and maintenance of all metering and sampling facilities.

(e) All costs incurred by Garland for operation, maintenance, construction, expansion, and replacement of Metering and Sampling Facilities shall be considered System Costs; however, the costs of any maintenance performed by a third-party company pursuant to an agreement with Rowlett shall be borne by Rowlett.

(f) All costs for third-party repairs, maintenance, and calibration of the Metering and Sampling Equipment shall be paid by Rowlett.

4.2 Unless otherwise agreed to by both parties In Writing, Garland shall have the option to construct Rowlett Metering and Sampling Facilities not currently in existence, subject to Rowlett's written approval, which shall not be unreasonably withheld or delayed. All construction costs, including, but not limited to, site acquisition and preparation, design and engineering, construction and equipment for such facilities, together with the costs of necessary easements and rights-of-way, shall be System Costs, including any and all necessary modifications to accommodate a complete initial installation satisfactory to Garland. If Rowlett constructs new Metering and Sampling Facilities, Rowlett shall transfer ownership of the newly constructed facilities at no cost to Garland, together with all necessary access easements and rights-of-way to Garland in a form satisfactory to Garland, together with the authority to operate, repair, and maintain the facilities as specified in Section 4.1(a). Thereafter, Garland shall operate, repair and maintain the facilities as a System Cost, subject to the provisions of Section 4.1.

4.3 Expenses incurred by Garland for the operation and maintenance of Metering and Sampling Facilities shall be System Costs and shall include, without limitation, the following:

(A) Cost of electricity and batteries at the facility;

(B) Cost of the initial installation of the telemetry service at the facility and to the control center and cost of monthly lease charge for connectivity;

(C) Cost of calibration and field measured Velocity Profiles performed by a third-party company pursuant to an agreement with Rowlett or Section 6.4.1 of this Contract;

(D) Cost of parts, materials and supplies required for repairs, calibrations and upgrading of the facilities, other than calibrations performed by a third-party company under contract with Rowlett or pursuant to Section 6.4.1 of this Contract;

(E) Labor cost plus fringe benefits and indirect costs for repairs, calibrations and upgrading of the facilities, other than calibrations performed by a third-party company under contract with Rowlett or pursuant to Section 6.4.1 of this Contract;

(F) Maintenance costs of ingress and egress to the Metering and Sampling Facilities site.

(G) Administrative costs, including but not limited to record and bookkeeping, cost of service studies and costs associated with ratemaking.

4.4 Replacement of facilities described in this section or equipment therein occasioned as a result of obsolescence due to age, excessive maintenance, growth or other reasons as determined by the Director, excluding damage caused due to the negligence of a third-party company under an agreement with Rowlett, including failure to perform necessary maintenance, shall be a System Cost. Any replacement facility or equipment therein shall comply with Garland's standards and specifications.

5. Rights-of-Way

5.1 Rowlett shall grant, without charge to Garland, such easements and rights-of-way along public highways or other property owned by Rowlett, to the extent lawful and as reasonably necessary, to construct or maintain mains or facilities within the corporate limits of Rowlett to provide wastewater collection to Rowlett and to other areas; provided, however, that nothing herein shall impose upon Rowlett an obligation to acquire title or easement rights with regard to any property nor to permit access, construction or maintenance that may impose an undue burden on Rowlett. Whenever by reason of reconstruction, widening or straightening of streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works project it shall be deemed necessary by Rowlett to remove, alter change, adapt, or conform the underground

or overhead facilities of Garland located in rights-of-way or other property owned by Rowlett, such alterations shall be made by Garland at Garland's expense within thirty days from the issuance of written notice to Garland to make the alterations unless a different schedule has been approved by Rowlett. Garland shall grant, without charge to Rowlett, such easements and rights-of-way along with public highways or other property owned by Garland, as to the extent lawful and as reasonably necessary, to construct and maintain wastewater mains or facilities within Garland to provide wastewater collection to Rowlett. Whenever by reason of reconstruction, widening or straightening of streets, replacement of water or sewer lines, traffic signals, traffic signs and markings or any other public works project it shall be deemed necessary by Garland to remove, alter change, adapt, or conform the underground or overhead facilities of Rowlett located in rights-of-way or other property owned by Garland, such alterations shall be made by Rowlett at Rowlett's expense within thirty days from the issuance of written notice to Rowlett to make the alterations unless a different schedule has been approved by Garland. All work done by or on behalf of Garland under this paragraph will be performed in accordance with specifications equal to those applying to work of a similar nature performed within Garland, but neither party hereto will be required to restore the other's property to a condition exceeding its original condition, unless otherwise mutually agreed In Writing. Garland and Rowlett agree to coordinate the location of the mains and facilities in the other's easements and rights-of-way in order to prevent conflicts insofar as reasonably practicable.

6. Metering and Sampling

6.1 All flow discharged into the Garland System by Rowlett shall be metered, except as provided in below Section 6.2. Should both parties agree In Writing that metering is not possible in one or more areas on the Basin Map, the agreed upon method for determining the discharge volume for such area(s) shall be deemed to include an adjustment for infiltration and inflow.

6.2 If, in the judgment of the Director, the wastewater generated within one or more areas of the Basin Map applicable to Rowlett cannot be accurately measured by an approved metering station, then the charge for sanitary sewer service within that drainage area will be based on 80% of the metered water usage. Garland shall have the right to audit Rowlett's water usage records and Rowlett shall produce them to Garland within ten business days of Garland's written request. Rowlett shall have access to the metering and sampling facilities at all reasonable times; provided, however, that any reading, calibration or adjustment to such metering equipment shall be done by employees or agents of Garland. Garland shall notify Rowlett at least 72 hours in advance of the date and time for any reading, calibration or adjustment, and Rowlett may be present and observe, if so desired.

6.2.1 If Rowlett has opted to hire a third-party company to calibrate the Metering and Sampling Equipment, then, within two weeks after any calibration, either Party shall have the right, at its own expense, to conduct, under Garland's supervision, its own calibration of the meter. The Party seeking calibration shall notify the other Party, In Writing, of its intention to calibrate the meter at least 72 hours in advance and shall coordinate with Garland in scheduling the calibration. All Parties to this Agreement shall have the right to attend and observe any such calibration of the meter.

6.2.2 If Garland calibrates the Metering and Sampling Equipment, Rowlett shall have the right, at its own expense, to conduct, under Garland's supervision, its own calibration of the meter. Rowlett shall notify Garland, in writing, of its intention to calibrate the meter at least 72 hours in advance and shall coordinate with Garland in scheduling the calibration.

6.3 All readings of meters will be entered into data collection systems maintained by Garland and will be electronically transmitted to or shared with Rowlett. Rowlett shall be furnished with monthly totalizer readings for each Point of Entry Metering and Sampling Facility.

6.4 The Metering and Sampling Equipment shall be calibrated and serviced at least once every six months (that is, once every 180 days). Copies of the results of any meter calibration, velocity profiles, and all related information shall be provided simultaneously to all Parties to this Contract. If Rowlett has opted for a third-party to calibrate and service the Metering and Sampling Equipment, the contract between Rowlett and the third-party must be in writing and shall require the third-party company perform any necessary obligations under this Contract, including the obligation to obtain and distribute information gathered in the course of its work to both Parties as set forth herein.

6.4.1 If Rowlett has hired a third-party company to calibrate and service the meters, but the Metering and Sampling Equipment has not been calibrated and serviced within the preceding 180 days, then Garland shall have the right to hire a third-party company to perform the calibration and servicing. The costs Garland incurs for this calibration and service of the Metering and Sampling Equipment shall be billed as a direct cost to Rowlett.

6.5 After a calibration is completed, if it is determined that a meter is out of calibration and under-metering or over-metering wastewater flow by more than 5%, the company or entity performing the calibration shall provide written notice to all Parties within five (5) business days of such determination. The registration of the flow as determined by the meter shall be corrected for a period extending back to the time such

inaccuracy began, if such time is ascertainable; or, if such time is not ascertainable, then for a period extending back to the date of the last calibration.

6.5.1 In the event a meter calibration finds that Rowlett has been undercharged, Garland shall invoice Rowlett for the difference between the amount Garland billed Rowlett and the amount Garland should have billed Rowlett for the appropriate time period (i.e., back to the earlier of the date the inaccuracy began or the most recent calibration). Rowlett shall pay this amount within twelve months of the date the inaccuracy was discovered. In the event the calibration finds that Rowlett was overcharged, Garland shall credit Rowlett's account for the appropriate amount within twelve months of the date the inaccuracy was discovered.

6.5.2 Interest shall not accrue on any payment or credit contemplated by Section 6.5.1 until twelve months after the date the inaccuracy was discovered. Interest on any outstanding balance shall thereafter accumulate at the normal rate, beginning on the first day after the twelve-month payment period.

6.6 It is contemplated by the parties that the six-month service and calibration may reveal a meter error. If it is determined that any meter used to determine volume from Rowlett has been out of service or out of repair for a period of more than six months so that the amount of wastewater metered cannot be ascertained or computed from the reading thereof, Garland shall provide written notice to Rowlett within not less than five (5) days thereof, and the wastewater delivered through the period such meter is out of service or out of repair shall be the average use of the last twelve months, divided by three-hundred and sixty-five, and the result multiplied by the number of days the meter is out of service or out of repair.

6.6.1 The Parties agree that ninety (90) days after any calibration, the meter shall, for all purposes, be considered correct and accurate as of the date of the calibration.

6.7 Garland shall periodically determine the quality of the wastewater at the Metering and Sampling Facilities or other agreed upon sampling points for the purposes of billing for the Strength of the wastewater. The sampling and testing shall occur on a random basis once per month. To determine the quality of the wastewater, Garland shall collect 24-hour time-weighted or flow-weighted composites for a period of not less than one 24-hour period per month for a total of twelve, 24-hour sampling periods per year. If, at the request of Rowlett or at the request of the Director, more extensive monitoring is desired, such additional monitoring shall be paid for by the party making the request and shall be done in compliance with this Section. If Rowlett requests such additional monitoring, Garland shall invoice Rowlett and payment shall be made within thirty days

after receipt of invoice. Garland shall analyze the samples collected in accordance with standard methods and will provide analysis reports to the Rowlett, if requested.

6.8 If in the opinion of the Director, compliance monitoring is required, the Director may order that additional monitoring be performed with or without prior notice to Rowlett. Compliance monitoring is to be in addition to the periodic sampling set forth in Section 6.7. All information obtained as a result of such compliance monitoring shall be provided to the Rowlett upon request. Garland will provide notice of such compliance monitoring to Rowlett within a reasonable time thereafter.

6.9 Costs incurred by Garland under this section will be considered to be a System Cost.

7. Rates and Charges

7.1 Wholesale wastewater rates established hereunder will be determined based upon cost-of-service rate study analysis using the methodologies and principals generally accepted within the industry and detailed further herein, as applicable. The cost of such analysis will be considered a System Cost. The rates imposed on Rowlett, as a wholesale wastewater customer, shall be determined using the same methodology as Garland's other wholesale wastewater customers.

7.2 The parties agree that the methodologies and principals used to conduct a cost-of-service rate study shall be generally accepted within the industry as promulgated by the Water Environment Federation within the WEF Manual of Practice No. 27, Financing and Charges for Wastewater Systems, as revised. Notwithstanding the forgoing, the following methodologies and principals are agreed to between the parties until agreed otherwise in writing:

(A) The cost of service for the wholesale class shall include allocated reasonable and necessary operation and maintenance expenses based on the then-adopted and approved budget for the wastewater utility, budgeted debt service including principal and interest payments, capital outlay and budgeted funds necessary to comply with Garland's established financial policies such as, but not limited to, operating cash reserves, externally required or internally adopted debt coverage requirements, repair and replacement reserves, and any other reserve requirements that may be necessary to maintain the financial stability of the City of Garland's wastewater system.

(B) To determine the allocation and distribution of costs to the wholesale customer class, the analysis shall consider at least the following factors: total volume, rate

of flow, wastewater quality, metering, and customer-related costs such as accounting, billing, and monitoring.

(C) Capital-related costs will consist of budgeted cash capital outlays as well as budgeted debt service payments including principal and interest and debt service coverage as may be required.

7.3 The initial rates for this contract shall be those adopted by the Garland City Council in September, with an effective date of October. The initial rate is per 1000 gallons. Garland shall provide Rowlett with written notice, no later than July 31st, of any proposed rate increase in order to allow Rowlett sufficient time for budgeting purposes. A failure to provide such written notice shall postpone the effective date of the rate increase to October of the following year. Any challenge to a rate established by the Garland City Council must be brought within ninety days of its adoption.

An additional charge will be made for excess Strength discharges at any Point of Entry. A surcharge for each mg/l of BOD in excess of 250 mg/l and for each mg/l of TSS in excess of 250 mg/l shall be assessed. Excess Strength determination will be based on monthly sampling.

Rowlett agrees that the Garland City Council has the right to revise, by ordinance, the allowable discharge Strengths, consistent with applicable regulations. At the effective date of this Contract, the allowable discharge Strength is 250 mg/l for BOD and 250 mg/l for TSS.

Surcharge - Rowlett shall pay a surcharge to Garland for concentrations of BOD exceeding 250 mg/l and TSS exceeding 250 mg/l at the rate provided in Article II "Utility Rates and Fees," Chapter 50 of the Code of Ordinances of the City of Garland, subject to increase or decrease without formal amendment of this Contract as the surcharge is amended by ordinance from time to time. The excess charge will be calculated each month. It will be based on the rate of excess discharge for that month. The surcharge will be assessed the entire month for each portion of the month that discharges from Rowlett exceed applicable limits.

7.4 Bills for wastewater treatment and disposal service shall be submitted to Rowlett on a monthly basis. Amounts billed shall be due and payable not more than thirty days from the billing date. The bills will show current charges, as well as past-due charges, if any. Current charges shall be the amount due for wastewater collection, treatment and disposal service provided since the prior billing period. Past-due charges shall be the total amount unpaid from all prior billings as of the current billing date. Payments received by

Garland shall first be applied to the past-due charges, if any, and thereafter to the current charges. Any challenge to a billing must be brought within 60 days of the billing date.

7.5 If Rowlett disputes a bill, it shall nevertheless continue to promptly make the undisputed payment or payments. Dispute of a bill is not grounds for non-payment of undisputed amounts. Interest will accrue on unpaid charges at the rate specified in Sec. 2251.025, Texas Government Code, as amended. In the event a disputed amount is finally determined to be incorrect, then the amount found to be in excess of the amount due will be credited to the Rowlett's account together with an interest charge at the above rate, calculated from the date payment of the disputed bill was received, if Rowlett has otherwise paid the disputed amount. Payment of the undisputed amount shall not be deemed a waiver of the right to dispute a charge in accordance with this contract.

7.6 The parties hereto agree that services obtained pursuant to this Contract are essential and necessary to the operation of Rowlett's waterworks and wastewater facilities and that all payments made by Rowlett hereunder shall constitute reasonable and necessary operating expenses of Rowlett's waterworks and wastewater systems, and the provisions of any and all ordinances of Rowlett authorizing the issuance of any revenue bond issues of Rowlett which are payable from its waterworks and wastewater systems.

7.7 Rowlett agrees, throughout the term of this Contract, to fix and collect such rates and charges for wastewater service to be supplied as will produce revenues in an amount equal to at least (i) all of operation and maintenance expenses of such system, including specifically its payments under this Contract; and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

7.8 The parties agree that the rates established in accordance with this Contract are reasonable and in the public interest.

7.9 Security Fund. Upon the occurrence of Rowlett's first failure to pay any amount billed for service under this Contract, which amount remains unpaid for more than sixty days after its due date, Rowlett agrees to establish a security fund in the amount of one month's average billings over the preceding 12-month period from which Garland may withdraw funds to secure payment of the billing in the event that a billing dispute is finally resolved in Garland's favor.

The security fund shall be deposited with the City Manager in cash, in the form of an unconditional letter of credit or performance/surety bond, or other instrument in a form acceptable by the City Manager and the City Attorney. The letter of credit, bond, or other instrument shall in no event require the consent of Rowlett prior to the collection by Garland of any amounts covered by the letter of credit, bond, or other instrument should the billing dispute be resolved in Garland's favor. Rowlett shall be entitled to all interest actually earned by Garland on any cash portion of the security fund; Garland shall pay such interest to be paid to Rowlett such interest by Garland on an annual basis.

8. Industrial Connection and Monitoring

8.1 Rowlett agrees that it will, at the time of execution of this Contract, identify and locate all possible Significant Industrial Users which might be subject to Garland's Industrial Pretreatment Program. Any compilation, index or inventory of Significant Industrial Users shall be made available to the United States Environmental Protection Agency, Texas Commission on Environmental Quality and/or its predecessor agencies, and the City of Garland upon request.

8.2 Rowlett agrees that it will not permit any Significant Industrial User within its jurisdiction to connect directly or indirectly either to its system or to the Garland System without at least thirty days' prior written notification to the Director of such intent to connect. Such notification shall provide the Director with information pertaining to volume and composition of flow, and further information as may be requested by the Director.

8.3 Rowlett agrees to conduct any and all monitoring, sampling and inspection of Rowlett System and industrial users as necessary to insure that industrial waste introduced into the Rowlett System meets the quality standards set out in Section 9.2 hereof. Upon request to Rowlett, a representative of Garland will be permitted to observe Rowlett's collection of samples from industrial users. Rowlett agrees to furnish Garland separate duplicate samples for independent testing, and shall provide the Director with sample analysis results and pretreatment records within fifteen days of receipt of laboratory reports from the Industrial User.

8.4 Rowlett agrees that Garland shall have the right to sample wastewater at all Points of Entry and such other locations as may be mutually agreed to in writing by both parties for the purpose of determining the volume and quality of wastewater entering the Garland System. Rowlett agrees to disconnect from its system any industrial user found to be in violation of allowable discharges or who refuses access to its facilities for the purpose of sampling wastewater being discharged into the Rowlett System; provided,

however, that the disconnected industrial user shall be afforded the same rights, privileges of appeal and deficiency cure periods as are industrial users operating within Garland's jurisdiction.

8.5 Following notice to Rowlett by Garland, Rowlett grants to Garland the right to enter Rowlett's jurisdiction if Garland determines that questionable discharges or prohibited discharges are entering the Garland System from the Rowlett System. Rowlett agrees to assist Garland in locating and eliminating such prohibited discharges.

9. Wastewater Quality

9.1 Rowlett agrees that on or before one-hundred twenty days from date of execution of this Contract it shall enact, or shall have enacted, and shall cause to be enforced an ordinance enabling Rowlett to enforce within its jurisdiction regulations governing industrial waste that are at least as stringent as the provisions of the current Garland's Code of Ordinances; Chapter 22, and any necessary and reasonable amendments thereto, and state and applicable federal regulations relating to 1) discharged substances; 2) prohibited discharges; 3) pretreatment requirements; 4) industrial discharge permitting system; and 5) industrial self-monitoring reports. Rowlett agrees to enact and enforce ordinances or any amendments to Garland Ordinance No. 6417, or any future ordinances relating to industrial discharges, prohibited or controlled wastes or pretreatment requirements and such amendments and future ordinances shall become incorporated as additional exhibits to this Contract; provided, however, Garland shall provide Rowlett with a copy of such proposed ordinances or amendments at least sixty days, if possible, prior to the presentation of such ordinances or amendments to the Garland City Council during which time Rowlett shall have an opportunity to review same. Rowlett shall adopt and enforce such proposed ordinances or amendments no later than the effective date of the Garland ordinance or amendment.

9.2 Rowlett agrees that the quality of the wastewater discharged into the Rowlett System shall be equal to or better than the quality standards established by Garland's Code of Ordinances, Chapter 22, or any amendment adopted pursuant to Section 9.1 or applicable state or federal law or regulation. Rowlett shall be responsible to Garland if Rowlett causes the Garland System to be in noncompliance with any federal, state or local statutes, rules, regulations or permit requirements.

9.3 Rowlett shall require all Significant Industrial Users within its jurisdiction that ultimately discharge into the Garland System to apply for and obtain a permit from Rowlett allowing such discharge. Such permit shall require industrial users to abate

prohibited substances from their discharge as a condition to discharging wastewater into the Rowlett System. The permit application shall contain, as a minimum, the following:

- (A) Name and Address of Discharger and/or Agent for Discharger;
- (B) Description of activities, facilities, and plant processes on the premises, including a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the Public Owned Treatment Works;
- (C) Number and type of employees, hours of operation, hours of discharge and proposed or actual hours of operation of the industrial user;
- (D) Each product produced by type, amount, process or processes, and rate of production;
- (E) A map of the property showing accurately all sewers and drains;
- (F) The site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drainages, and appurtenances by size, location, and elevation, and all points of discharge;
- (G) Time and duration of all the discharges;
- (H) Any other information as may be deemed necessary by the Director to evaluate the wastewater discharge permit application; and,
- (I) Plans and specifications sealed by a registered professional engineer detailing all pretreatment facilities and processes including any grease, oil, or sand interceptors and control manholes.

Rowlett shall provide Garland a copy of such application and permit, if issued, within fifteen days after issuance.

10. Infiltration and Inflow

10.1 Rowlett agrees that it has an obligation to minimize infiltration and inflow into its System from entering the Garland System; however, Rowlett agrees that, pursuant to 30 Tex. Admin. Code § 217.53(c)(2), all pipes and joints in the Rowlett system must prevent infiltration and inflow. Rowlett further agrees that all sewer connections within

its jurisdiction which ultimately enter into the Garland System will be constructed in accordance with specifications and standards at least equal to those of the City of Rowlett. Further, Rowlett covenants and agrees to maintain strict supervision and maintenance of its System to prevent connections through which surface drainage can enter Rowlett's System, in order to prevent such drainage from ultimately being deposited into the Garland System. The parties acknowledge that no sanitary sewer system is watertight and that the prevention of infiltration and inflow imposed by this section is constrained by reasonableness and industry standards. Rowlett shall not make, nor shall it permit to be made, any connection which will directly contribute storm water run-off from rainwater spouts, rainwater areas, streets, gutter drain or other source into its sanitary sewer system.

11. Sludge Disposal

11.1 Rowlett recognizes the importance of processing and disposing of sludge in a timely and proper manner. Rowlett will cooperate with Garland in any environmentally sound sludge processing and disposal program meeting federal and state standards within the area served by Rowlett.

12. Wastehaulers

12.1 Rowlett shall not introduce or permit to be introduced, and shall prohibit the introduction of, liquid waste into the Rowlett System by liquid waste haulers, either directly or indirectly.

13. Reports and Records

13.1 If requested by the Director or Rowlett, the other party shall provide the following data on a quarterly basis:

(A) Actual number of Rowlett accounts discharging directly or indirectly into the Garland System or Rowlett System within its service area;

(B) Classification of domestic and nondomestic accounts within its service area by number and percentage of accounts discharging directly or indirectly into the Garland System or Rowlett System within its service area; and,

(C) Additional data which may assist Garland or Rowlett in developing methodology for cost-of-service studies, planning studies for analyzing federal grants, and system access fees; provided, however, that neither party shall request data that will require

either party to incur unreasonable expenses in providing such data or require the production of confidential information.

14. Notices

Any notice, communication, request, reply or advice herein provided or permitted to be given, made or accepted by either party to the other party must be in writing to:

City of Garland: Managing Director of Water and Wastewater Utilities
 City of Garland
 200 N. Fifth Street
 Garland, Texas 75040

Rowlett: City Manager
 City of Rowlett
 4000 Main Street
 Rowlett, Texas 75088

The parties hereto shall indicate in writing any change that may occur in such respective addresses from time to time.

15. Inspection and Audit

Complete records and accounts shall be maintained by each party hereto for a minimum period of five years. Each party shall at all times, upon notice, have the right at reasonable times to examine and inspect records and accounts during normal business hours; and further, if required by any law, rule or regulation, make the records and accounts available to federal and state auditors.

16. Consent

Whenever, under the terms of this Contract, Garland is permitted to give its written consent or approval, Garland, in its discretion, may give or may refuse such written consent or approval and, if given, may restrict, limit or condition such consent or approval in any manner it shall deem advisable; however, consent will not be unreasonably withheld or delayed.

17. Waiver, Remedy, Severability

17.1 No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

17.2 In addition to any other remedy as may be provided by law, this Contract shall be specifically enforceable by the parties hereto. Venue for any action shall be in Dallas County, Texas.

17.3 It is agreed that, in the event any term or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such term or provision shall in no way affect any other term or provision contained herein; further, this Contract shall then continue as if such invalid term or provision had not been contained herein.

18. Ownership and Liability

18.1 No provision of this Contract shall be construed to create any type of joint or equity ownership of any property, any partnership or joint venture, nor shall same create any other rights or liabilities and Rowlett payments (whether past, present, or future) will not be construed as granting Rowlett partial ownership of, pre-paid capacity in, or equity in the Garland System.

18.2 Liability for damages arising out of the transportation, delivery, reception, treatment, and disposal of all wastewater discharged into the Garland System by Rowlett shall remain with Rowlett, together with title and ownership thereto, until such wastewater passes through the Point of Entry to the Garland System, at which time title, ownership and liability for such damage shall pass to Garland, save and except that title to any prohibited discharge and any liability therefor shall not pass to Garland unless such prohibited discharge originated in the Garland System. Any effluent produced by and discharged by Garland from any treatment plants owned and/or operated by Garland shall be owned by Garland, regardless of originating source of wastewater. **Further, to the extent allowed by law, the parties hereto agree to indemnify, save and hold the other party harmless from any and all claims, demands, causes of action, damages, losses, costs, fines and expenses, including reasonable attorney's fees, that may be asserted by anyone at any time on account of the transportation, delivery, reception, treatment and/or disposal while title to the wastewater is in such party. If such liability for damages is not attributable to a specific customer or Garland, such liability shall become a Garland System Cost.**

18.3 Contracts made and entered into by either Rowlett or Garland for the construction, reconstruction or repair of any delivery facility shall include the requirements

that the independent contractor(s) must provide adequate insurance protecting both the Rowlett and Garland as insured. Such contract must also provide that the independent contractor(s) covenant to indemnify, hold harmless and defend both the Rowlett and Garland against any and all suits or claims for damages of any nature arising out of the performance of such contract.

19. Compliance with Permit Conditions

Rowlett acknowledges that Garland is the holder of discharge permits issued by the United States and the State of Texas. Rowlett agrees that it will comply with all such permit conditions in any way relating to the collection system and the discharge into the collection system. **Rowlett agrees that in the event a fine is assessed against Garland for any violation of any permit condition, and the violation is attributable to any act of omission or commission by Rowlett, to indemnify Garland and pay to Garland the amount of such fine. If a violation is joint between Garland and Rowlett, each party shall be responsible for its proportionate responsibility.** If such fine is not attributable to a specific customer, such fine shall be considered a System Cost and allocable to the customer in accordance with the provisions of this Contract.

20. Term of Contract

The term of this Contract shall be twenty years from the Effective Date.

21. Force Majeure

21.1 No party hereto shall be considered to be in default in the performance of any of the obligations hereunder (other than obligations of either party to pay costs and expenses) if such failure of performance shall be due to circumstances beyond the reasonable control of the parties, including but not limited to, the failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute and action or non-action by a failure to obtain the necessary authorizations and approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage, or restraint by a court order or public authority, which by the exercise of due diligence and foresight such party could not have reasonably been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Either party rendered unable to fulfill any obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

21.2 In the event the proper operation of the Garland System, as a result of the above, requires Garland to temporarily interrupt all or part of the services to Rowlett, no claims for damage shall be made by Rowlett against Garland.

21.3 A force majeure event resulting in increased inflow through the meter (whether as the result of infiltration or otherwise) shall not relieve Rowlett of the obligation to pay for the full amount metered.

22. Termination

22.1 This Contract may be terminated in whole or in part by the mutual consent of Rowlett and Garland. Notwithstanding anything contained herein to the contrary, any material breach by either party hereto to perform any of the duties or the obligations assumed by such party hereunder or to faithfully keep and perform any of the terms, conditions and provisions hereof shall be cause for termination of this Contract by Garland in the manner set forth in this paragraph. Garland shall deliver to Rowlett one hundred eighty days prior written notice of its intention to so terminate this Contract if Rowlett fails to cure or adjust such material breach, including in such notice a reasonable description of the breach. If within said one hundred eighty days Rowlett shall fail or refuse to cure such default to the reasonable satisfaction of Garland, then and in such event, Garland shall have the right with six months advance written additional notice to Rowlett and without any liability whatsoever on the part of Garland to declare this Contract terminated. In the event of termination of this Contract, all rights, powers, and privileges of Rowlett hereunder shall cease and terminate and Rowlett shall make no claim of any kind whatsoever against Garland, its agents or representatives, by reason of such termination or any act incident thereto, provided Garland acted reasonably and such termination was not unreasonable, arbitrary and capricious. Garland shall advise Rowlett in writing immediately upon acceptance of the cure of any default. The following breach, default or failure to perform a duty or obligation shall be considered to be a material breach:

(A) Failure to adopt and enforce any ordinance required to be adopted and enforced herein;

(B) Failure to make any payment of any bill, charge or fee as provided for in this Contract;

(C) Making any connection to the Garland System at any point except as provided in Section 2.2 hereof;

(D) Failure to provide Garland ingress and egress for purposes of sampling and operation and maintenance of any metering or any sampling facility;

(E) Failure to provide Garland access to Rowlett-owned rights-of-way as required herein;

(F) Failure to permit any sampling of wastewater as provided for herein;

(G) Failure to disconnect industrial users of Rowlett pursuant to Section 8.4 hereof;

(H) Failure to abide by Significant Industrial User requirements as outlined in Section 8 hereof;

(I) Failure to maintain the quality of discharge as required in Section 9 hereof;

(J) Failure of Rowlett to comply with Section 19.1 hereof.

22.2 Any failure by Garland to so terminate this Contract or the acceptance by Garland of any benefits under this Contract for any period of time after such material breach, default or failure by Rowlett shall not be determined to be a waiver by Garland of any rights to terminate this Contract for any subsequent material breach, default or failure.

22.3 Rowlett may terminate this Contract, without any additional liability on Rowlett's part for doing so, for a material breach of this Contract by Garland by providing Garland 180 days' prior written notice, including a reasonable description of Garland's breach, subject to Garland's right to cure within this 180-day period. Material breach includes but is not limited to the failure to provide wastewater treatment service under this Contract for a period in excess of five (5) days, subject to events of force majeure. Any failure by Rowlett to so terminate this Contract or the acceptance by Rowlett of any benefits under this Contract for any period of time after such breach, default or failure by Garland shall not be determined to be a waiver by Rowlett of any rights to terminate this Contract for any subsequent material breach, default or failure.

22.3.1 Rowlett's termination of this Contract shall in no way effect Rowlett's obligation to pay all outstanding debts existing under this Contract prior to declaring termination and any payments for service during the 180-day termination period.

23. Effective Date

This Contract, together with all terms and conditions and covenants, shall be effective on the date indicated above.

24. Miscellaneous

24.1 This Contract terminates and supersedes that certain Wastewater Treatment Contract between The City of Rowlett and the City of Garland dated June 8, 1994 under which Garland provided wastewater treatment services to Rowlett.

24.2 This Contract is subject to all applicable federal and state laws and any applicable permits, ordinances, or amendments adopted pursuant to Section 9.1 rules, orders and regulations of any state or federal governmental authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

24.3 Rowlett agrees to abide by any changes in this Contract made necessary by any amendment or revision to state or federal regulations.

24.4 Any duly authorized employee of Garland bearing proper credentials and identification may notify Rowlett of the need for access to any non-permitted premises located within Rowlett's city limits or served by Rowlett for the purpose of inspections and observation, measurement, sampling, testing and auditing, in accordance with the provisions of this Contract, and Rowlett shall permit such access. Rowlett may elect to accompany the Garland representative. To the extent permitted by law, Garland agrees to indemnify Rowlett for any damage or injury to person or property caused by the negligence of such duly authorized employee while such employee is in the course and scope of his employment.⁴

24.5 In each instance herein where reference is made to a federal or state regulation or ordinance, it is the intention of the parties that, at any given time, the current federal or state regulation or ordinance shall apply. If a publication or reference work referred to herein is discontinued or ceases to be the generally accepted work in its field, or if conditions change, or new methods or processes are implemented by Garland, new standards shall be adopted which are in compliance with state and federal laws and any valid rules and regulations pursuant thereto.

24.6 Garland must comply with all federal, state and local government requirements to obtain grants and assistance for system design, system construction and

studies. Rowlett agrees to assist Garland in compliance by setting adequate rates, establishing proper user charges and complying with governmental requirements.

24.7 Section headings in this Contract are for convenience only and do not purport to accurately or completely describe the contents of any section. Such headings are not to be construed as a part of this Contract or any way defining, limiting or amplifying the provisions hereof.

25. Dispute Resolution

25.1 The Parties shall attempt in good faith to resolve all disputes arising out of or relating to this Contract or any of the transactions contemplated hereby promptly by negotiation, as follows. Either Party may give the other Party written notice of any such dispute not resolved in the normal course of business. The City Managers of both Parties shall meet at a mutually acceptable time and place within ten days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within thirty days from the referral of the dispute to such executives, or if no meeting of such executives has taken place within fifteen days after such referral, either Party may initiate mediation as provided hereinafter. If a Party intends to be accompanied at a meeting by an attorney, the other Party shall be given at least three business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the federal and state rules of evidence. Each Party will bear its own costs for this dispute resolution phase.

25.2 In the event that any dispute arising out of or relating to this Contract or any of the transactions contemplated hereby is not resolved in accordance with the procedures set forth in Section 25.1, such dispute shall be submitted to non-binding mediation to a person mutually agreed by the Parties. The mediation may take place at a mutually agreed upon location. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation or within such longer period as the Parties may agree to, or if the Parties cannot agree on a mediator or location, either Party may exercise all remedies available at law or in equity under this Contract, including the initiation of court proceedings. Each Party will bear its own costs, and share equally in the costs of mediators, for this dispute resolution phase.

25.3 Nothing in this Section shall preclude, or be construed to preclude, the resort by either Party to a court of competent jurisdiction solely for the purposes of securing a temporary or preliminary injunction or other relief to preserve the status quo or avoid

irreparable harm. The Parties shall continue to perform each of their respective obligations under this Contract during the pendency of any dispute; provided that this obligation shall not apply after the termination of this Contract (except with respect to payments of amounts due and owing under this Contract).

25.4 This Agreement 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 agreement are performable in Dallas County, Texas such that exclusive venue for any action arising out of this agreement shall be in Dallas County, Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective officers thereunto duly authorized.

ATTEST:

CITY OF GARLAND

By: _____
City Secretary

By: _____
City Manager

Date: _____

Date: _____

ATTEST:

ROWLETT

By: 
City Secretary

By: 
City Manager

Date: 4/21/2021

Date: 4-21-21



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: May 17, 2021
Item Title: Sale of Property - 1130 Meandering Way
Submitted By: Corey Worsham, Tax Administrator
Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers
Sound Governance and Finances

ISSUE

The City of Garland has received an unsolicited offer from the Garland Housing Finance Corporation related to the purchase of City owned property obtained through a 2020 Sheriff's Sale. The Garland Housing Finance Corporation has presented an offer of \$48,500.00 for the property located at 1130 Meandering Way. In addition to this amount, the Garland Housing Finance Corporation has agreed to pay post-judgment taxes at the time of closing. The total amount of post-judgment taxes will be approximately \$2,405.97. If approved, the City of Garland will receive approximately \$27,003.67 in proceeds from this sale.

OPTIONS

The City Council may:

1. Approve the sale of 1130 Meandering Way to the Garland Housing Finance Corporation and provide an executed deed without warranty, or
2. Deny the offer presented by the Garland Housing Finance Corporation.

RECOMMENDATION

Staff recommends that the City Council accept the offer and sell the property to the Garland Housing Finance Corporation. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

BACKGROUND

The property was struck off to the City of Garland at the Dallas County Sheriff's Sale in March of 2020. In accordance with Section 34.05 of the Texas Property Tax Code, the offer meets minimum bid requirements and does not require the consent of other taxing entities. If the sale is approved, the City of Garland will accept payment on behalf of all entities and disperse all sale proceeds.

CONSIDERATION

This property has been held by the City of Garland since March of 2020. Pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with the approval of the governing body.

Attachments

1130 Meandering Offer

1130 Meandering Resolution

1130 Meandering Deed

1130 Meandering Map and Picture



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfcmlaw.com

April 22, 2021

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Garland Housing Finance Corporation to purchase
1130 Meandering Way, Garland, Texas

Dear Mr. Worsham:

Garland Housing Finance Corporation has offered to purchase 1130 Meandering Way, Garland, Texas (LOT 50, BLOCK 10, BUCKINGHAM VILLAGE ESTATES NO. 3 ADDITION, AKA 1130 MEANDERING WAY, CITY OF GARLAND, TEXAS AS RECORDED IN THE DALLAS COUNTY MAP RECORDS) for \$48,500.00. In addition to that amount, all post-judgment taxes for the years 2019-2020 will be paid at closing. The total amount of post-judgment taxes will be approximately \$2,405.97 of which the City of Garland will receive approximately \$670.85.

This property was sold at a Sheriff's Sale on March 3, 2020 pursuant to delinquent tax collection suit number TX18-00005. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$40,000.00.

The property's most recent value according to the Appraisal District is \$50,000.00. The total judgment amount was \$42,175.88, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$9,474.98. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light gray rectangular background.

J. Douglas Burnside

Enclosure

Exhibit A
Re-sale Disbursement Worksheet

CAD Acct #:	26065500100500000
Property address:	1130 Meandering Way
Cause No.:	TX18-00005
Offer Amount:	\$48,500.00
DCAD Value:	\$50,000.00
Judgment Date:	March 6, 2019
Sheriff's Sale Date:	March 3, 2020
Judgment amount:	GISD 2015-2018 taxes \$6,894.62 (54.2%)
	City 2015-2018 taxes \$3,212.85 (25.2%)
	County 2015-2018 taxes \$2,623.94 (20.6%)
Total Judgment for Taxes:	\$12,731.41
City Abatement Liens:	\$6,884.18
City Post Sale Demolition:	\$5,669.87
Court costs:	\$5,689.96
Sheriff's fees for sale:	\$1,865.02
Publication fees for sheriff's sale, paid by lawfirm:	\$420.00
Total Costs:	\$7,974.98

Checks to be disbursed as follows:

1.	Dallas County District Clerk	\$5,689.96
2.	Dallas County Sheriff	\$1,865.02
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$420.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Liens)	\$20,042.45
6.	City of Garland (Pro-rata Judgment tax year distribution)	\$4,790.37
7.	Garland ISD (Pro-rata Judgment tax year distribution)	\$10,279.90
8.	Dallas County (Pro-rata Judgment tax year distribution)	\$3,912.30
	TOTAL	\$48,500.00

Post Judgment Tax Distribution:

9.	City of Garland (Post Judgment tax year distribution)	\$670.85
10.	Garland ISD (Post Judgment tax year distribution)	\$1,172.15
11.	Dallas County (Post Judgment tax year distribution)	\$562.97
	TOTAL Post Judgment Distribution	\$2,405.97
	TOTAL Distribution	\$50,905.97

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 192nd Judicial District Court of Dallas County, Texas in cause number TX18-00005, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City does hereby consent to the sale of property commonly known as 1130 Meandering Way, situated in the City of Garland, County of Dallas, State of Texas to wit:

LOT 50, BLOCK 10, BUCKINGHAM VILLAGE ESTATES NO. 3 ADDITION, AKA 1130 MEANDERING WAY, CITY OF GARLAND, TEXAS AS RECORDED IN THE DALLAS COUNTY MAP RECORDS (the "Property").

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Garland Housing Finance Corporation, 1675 W. Campbell Road, Garland, TX 75044** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **1130 Meandering Way**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

LOT 50, BLOCK 10, BUCKINGHAM VILLAGE ESTATES NO. 3 ADDITION, AKA 1130 MEANDERING WAY, CITY OF GARLAND, TEXAS AS RECORDED IN THE DALLAS COUNTY MAP RECORDS (the "Property").

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX18-00005 in the 192nd Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 202_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

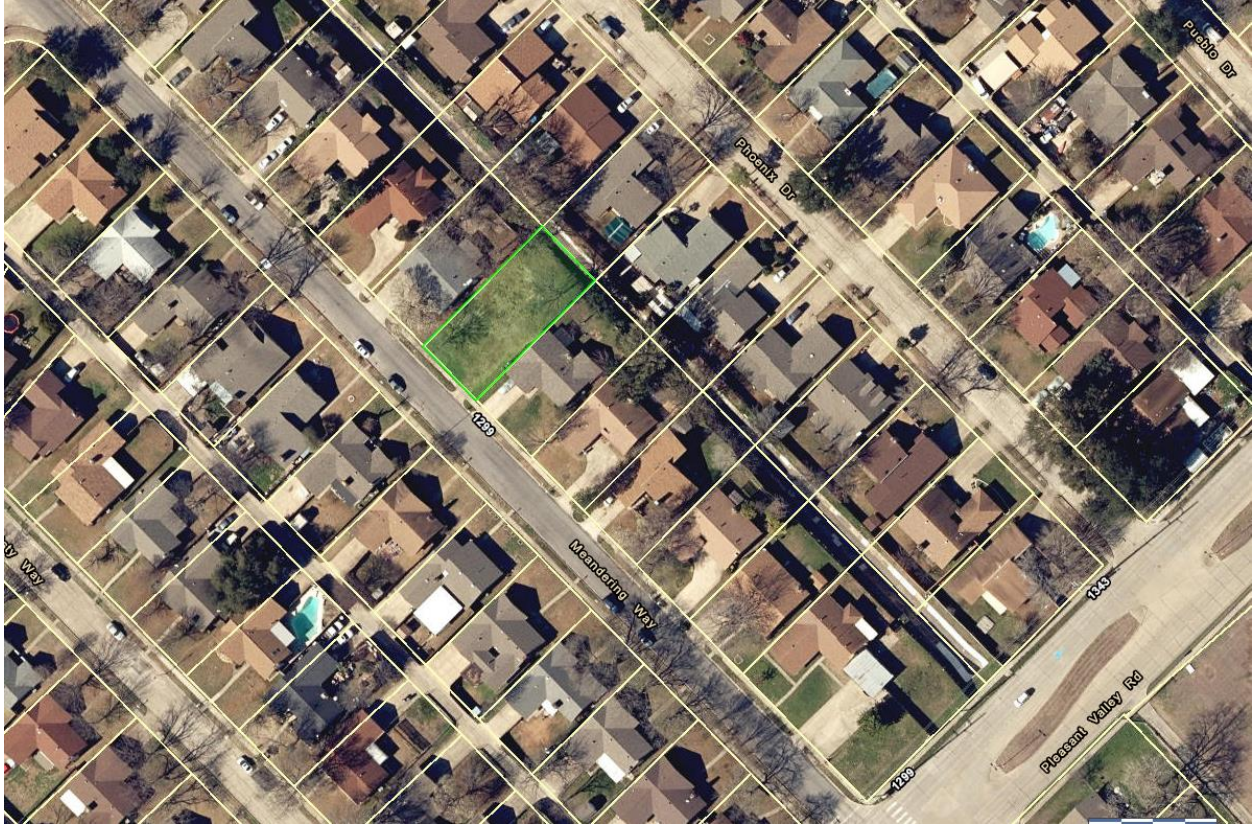
The foregoing instrument was acknowledged before me on the _____ day of _____, 202_, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

1130 MEANDERING WAY





GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: May 17, 2021
Item Title: Sale of Property - 504 Clark Street
Submitted By: Corey Worsham, Tax Administrator
Strategic Focus Areas: Vibrant Neighborhoods and Commercial Centers
Sound Governance and Finances

ISSUE

The City of Garland has received an unsolicited offer from Allegiantstar Solutions, LLC related to the purchase of City owned property obtained through a 2014 Sheriff's Sale. Allegiantstar Solutions, LLC has presented an offer of \$22,992.00 for the property located at 504 Clark Street. In addition to this amount, Allegiantstar Solutions, LLC has agreed to pay post-judgment taxes at the time of closing. The total amount of post-judgment taxes will be approximately \$1,122.06. If approved, the City of Garland will receive approximately \$5,314.87 in proceeds from this sale.

OPTIONS

The City Council may:

1. Approve the sale of 504 Clark Street to Allegiantstar Solutions, LLC and provide an executed deed without warranty, or
2. Deny the offer presented by Allegiantstar Solutions, LLC.

RECOMMENDATION

Staff recommends that the City Council accept the offer and sell the property to Allegiantstar Solutions, LLC. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 8, 2021 Regular Meeting.

BACKGROUND

The property was struck off to the City of Garland at the Dallas County Sheriff's Sale in 2014. In accordance with Section 34.05 of the Texas Property Tax Code, the offer meets the minimum bid requirements and does not require the consent of other taxing entities. If the sale is approved, the City of Garland will accept payment on behalf of all entities and disperse all sale proceeds.

CONSIDERATION

This property has been held by the City of Garland since September 2014. Pursuant to Section 34.05 of the Texas Property Tax Code it may be resold to a private entity with the approval of the governing body.

Attachments

504 Clark Offer

504 Clark Map and Picture

504 Clark Deed

504 Clark resolution

February 19, 2020

Mr. Corey Worsham
Tax Assessor/Collector
City of Garland
217 N. 5th Street
Garland, Texas 75040

Via electronic-mail

Re: Offer from Allegiantstar Solutions, LLC to purchase
504 Clark Street, Garland, Texas

Dear Mr. Worsham:

Allegiantstar Solutions, LLC has offered to purchase 504 Clark Street, Garland, Texas (LOT 2, BLOCK R, COOPERS 3RD INSTALLMENT ADDITION, aka 504 CLARK STREET, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 12, PAGE 409, OF THE DALLAS COUNTY MAP RECORDS) for \$22,992.00. In addition to that amount, all post-judgment taxes for the years 2013-2014 will be paid at closing. The total amount of post-judgment taxes will be approximately \$1,122.06 of which the City of Garland will receive approximately \$308.42. Allegiantstar Solutions, LLC is in the process of purchasing 500 Clark Street and would like both lots to build.

This property was sold at a Sheriff's Sale on September 2, 2014 pursuant to delinquent tax collection suit number TX13-40281. There were no bidders and the property was struck off to the City of Garland for itself and on behalf of the other taxing jurisdictions. The property was struck off for the assessed value in the judgment, \$12,000.00.

The property's most recent value according to the Appraisal District is \$14,000.00. The total judgment amount was \$39,963.31, which includes taxes, penalties and interest, costs of court, and costs of sale.

Pursuant to the Texas Property Tax Code, City reimbursement for post-sale maintenance, court costs and costs of sale must be paid first out of the proceeds of a resale. Those expenses and costs total \$7,352.51. The remainder would be distributed to the taxing jurisdictions pro-rata. A breakdown of amounts each taxing entity will receive is enclosed.

Because the sale price is greater than the assessed value of the property in the Judgment, this sale meets the criteria of §34.05(h) and does not require the consent of the other taxing units in the Judgment.

If the City decides to accept this offer, enclosed for execution is a Special Warranty Deed our office prepared for this resale. When the Deed is executed, please return it to me so that I may finalize the transaction.

If you have any questions or need additional information, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Douglas Burnside", is written over a light blue rectangular background.

J. Douglas Burnside

Enclosure

Exhibit A
Re-sale Disbursement Worksheet

CAD Acct #:	26103500180020000
Property address:	504 Clark Street
Cause No.:	TX13-40281
Offer Amount:	\$22,992.00
DCAD Value:	\$14,000.00
Judgment Date:	January 27, 2014
Sheriff's Sale Date:	September 2, 2014
Judgment amount:	GISD 1998-2012 taxes \$13,896.10 (54.8%)
	City 1998-2012 taxes \$6,293.15 (24.8%)
	County 1998-2012 taxes \$5,187.39 (20.4%)
Total Judgment for Taxes:	\$25,376.64
City Abatement Liens:	\$10,462.90
Court costs:	\$5,414.42
Sheriff's fees for sale:	\$1,581.09
Publication fees for sheriff's sale, paid by Perdue Brandon:	\$357.00
Total Costs:	\$7,352.51

Funds to be disbursed as follows:

1.	Dallas County District Clerk	\$5,414.42
2.	Dallas County Sheriff	\$1,581.09
3.	Perdue Brandon Fielder Collins & Mott, LLP	\$357.00
4.	City of Garland (administrative fee)	\$1,500.00
5.	City of Garland (Pro-rata Judgment tax year distribution)	\$3,506.45
6.	Garland ISD (Pro-rata Judgment tax year distribution)	\$7,742.70
7.	Dallas County (Pro-rata Judgment tax year distribution)	\$2,890.34
	TOTAL Judgment Distribution	\$22,992.00

Post Judgment Distribution:

8.	City of Garland (Post Judgment tax year distribution)	\$308.42
9.	Garland ISD (Post Judgment tax year distribution)	\$525.75
10.	Dallas County (Post Judgment tax year distribution)	\$287.89
	TOTAL Post Judgment Distribution	\$1,122.06

	TOTAL Distribution	\$24,114.06
--	---------------------------	--------------------

504 Clark St.
Map and Picture



DEED WITHOUT WARRANTY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DALLAS §

That the **City of Garland**, a Texas home-rule municipality ("Grantor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor, the receipt and sufficiency of which is hereby acknowledged, paid in hand by **Allegiantstar Solutions, LLC, 7806 Lindsey Drive, Rowlett, TX 75088** ("Grantee"), has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee that certain lot, tract, or parcel of land, commonly known as **504 Clark Street**, situated in the City of Garland, County of Dallas, State of Texas, to wit:

**LOT 2, BLOCK R, COOPERS 3RD INSTALLMENT
ADDITION, aka 504 CLARK STREET, CITY OF GARLAND,
TEXAS AS RECORDED IN VOLUME 12, PAGE 409, OF THE
DALLAS COUNTY MAP RECORDS (the "Property").**

This Deed Without Warranty is subject to:

- (i) any and all visible and apparent easements and encroachments, whether of record or not;
- (ii) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases, or other instruments of record applicable to the land or any part thereof;
- (iii) rights of the public to any portion of the above described property lying within the boundaries of dedicated or existing roadways or which may be used for road or street purposes;
- (iv) rights of parties in possession; and
- (v) any right of redemption as specified in Chapter 34, Subchapter B, Texas Property Tax Code.

It is understood and agreed that Grantor is not making any warranties or representations of any kind or character, express, implied or statutory, with respect to the Property, its physical condition or any other matter or thing relating to or affecting the Property and that the Property is being conveyed and transferred to Grantee "AS IS, WHERE IS, AND WITH ALL FAULTS." Grantor does not warrant or make any representations, express or implied, as to fitness for a particular purpose, merchantability, design, quantity, physical condition, operation compliance with specifications, absence of latent defects or compliance with laws and regulations (including, without limitation, those relating to zoning, health, safety and the environment) or any other matter affecting the Property.

THIS DEED IS MADE WITHOUT WARRANTY, EXPRESS OR IMPLIED, AND GRANTOR EXPRESSLY DISCLAIMS, EXCEPTS AND EXCLUDES ANY AND ALL WARRANTIES OF TITLE OR OTHERWISE FROM THIS CONVEYANCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING UNDER COMMON LAW OR STATUTE.

The intent of this Deed Without Warranty is to transfer the Property foreclosed on by the Grantor taxing jurisdictions in Cause TX13-40281 in the 193rd Judicial District Court, Dallas County, Texas, and no more.

When the context requires, singular nouns and pronouns include the plural.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, his heirs, successors and assigns forever; **WITHOUT WARRANTY AND SUBJECT IN ALL RESPECTS TO THE DISCLAIMERS SET FORTH ABOVE.**

EXECUTED on the dates set forth in the acknowledgements below, to be EFFECTIVE on the _____ day of _____ 202_.

GRANTOR:

CITY OF GARLAND, a Texas home-rule
municipality

By: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 202_, by _____, in his capacity as Mayor of the City of Garland.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:

RESOLUTION NO. _____

A RESOLUTION AGREEING TO THE SALE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF GARLAND AND OWNED BY TAXING AUTHORITIES INCLUDING THE CITY OF GARLAND AS THE RESULT OF A TAX SALE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, taxing entities including the City of Garland, Texas, have become owners of certain real property by virtue of a foreclosure sale conducted pursuant to an order of the 193rd Judicial District Court of Dallas County, Texas in cause number TX13-40281, and

WHEREAS, it is to the benefit of all taxing entities that the property ultimately be returned to the tax rolls

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

Section 1

That City does hereby consent to the sale of property commonly known as 504 Clark Street, situated in the City of Garland, County of Dallas, State of Texas to wit:

LOT 2, BLOCK R, COOPERS 3RD INSTALLMENT ADDITION, aka 504 CLARK STREET, CITY OF GARLAND, TEXAS AS RECORDED IN VOLUME 12, PAGE 409, OF THE DALLAS COUNTY MAP RECORDS (the "Property").

Section 2

That the Mayor is hereby authorized to execute a deed without warranty in the form and substance of that attached hereto as Exhibit "A".

Section 3

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. f.

Meeting Date: May 17, 2021
Item Title: 2020-21 Budget Amendment No. 5
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

Amend the 2020-21 Adopted Budget in order to appropriate \$32,000 in the Heliport Fund for a flight path redevelopment study for the Garland Heliport.

OPTIONS

- A. Approve Budget Amendment No. 5 as proposed.
- B. Do not approve Budget Amendment No. 5.

RECOMMENDATION

Option (A) – Approve Budget Amendment No. 5 as proposed. This item is scheduled for formal consideration at the May 18, 2021 Regular Meeting.

BACKGROUND

The parcel adjacent to the Garland Heliport has been in the process of constructing a building addition. It has become apparent that this building addition will be in conflict with one of the current flight paths. In order to allow the development to proceed, which is supported by the City, modifications will need to be made to the Heliport. The extent and cost of these modifications must be determined prior to approving the construction of the building. Because the development is ready to move to construction at this time, flight path redevelopment is urgent. A second phase of consulting services will also use Heliport funds to construct the modifications.

Budget Amendment No. 5 proposes to increase the Heliport Fund's FY 2020-21 appropriations by \$32,000 for a flight path redevelopment study. Funding for this request will come from excess fund balance reserves.

CONSIDERATION

Staff seeks the Council's concurrence for approving the proposed amendment to the 2020-21 Adopted Budget.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. a.

Meeting Date: May 17, 2021

Item Title: COVID-19 Response Update and Further Actions

Summary of Request/Problem

Staff will provide an update to Council and ask for Council direction, if needed, on various matters related to COVID-19 and actions being taken by the City. Included in the discussion will be proposed dates and procedures for returning to in-person meetings for Council as well as Boards and Commissions.

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. b.

Meeting Date: May 17, 2021

Item Title: Garland Cultural Arts Master Plan Presentation

Submitted By: Patty Granville, Cultural Arts Director

Summary of Request/Problem

In March of 2020, as directed by Council, the City of Garland hired the consulting firm Civic Arts of Austin, Texas to develop a Cultural Arts Master Plan. This Plan will catalyze arts and culture and set a clear direction for the ways arts can enhance Garland's quality of life. Ben Martin and Lynn Osgood with Civic Arts will present a draft of the Garland Cultural Arts Master Plan.

Recommendation/Action Requested and Justification

This presentation will be a verbal briefing and for staff to receive feedback. Final draft will be brought back in two weeks for consideration of approval.

Attachments

Garland Cultural Arts Plan 2021



City of Garland

Cultural Arts Plan 2021

May 17th, 2021





Dr. Lynn Osgood
Executive Director
Civic Arts



Ben Martin
Program Director
Civic Arts

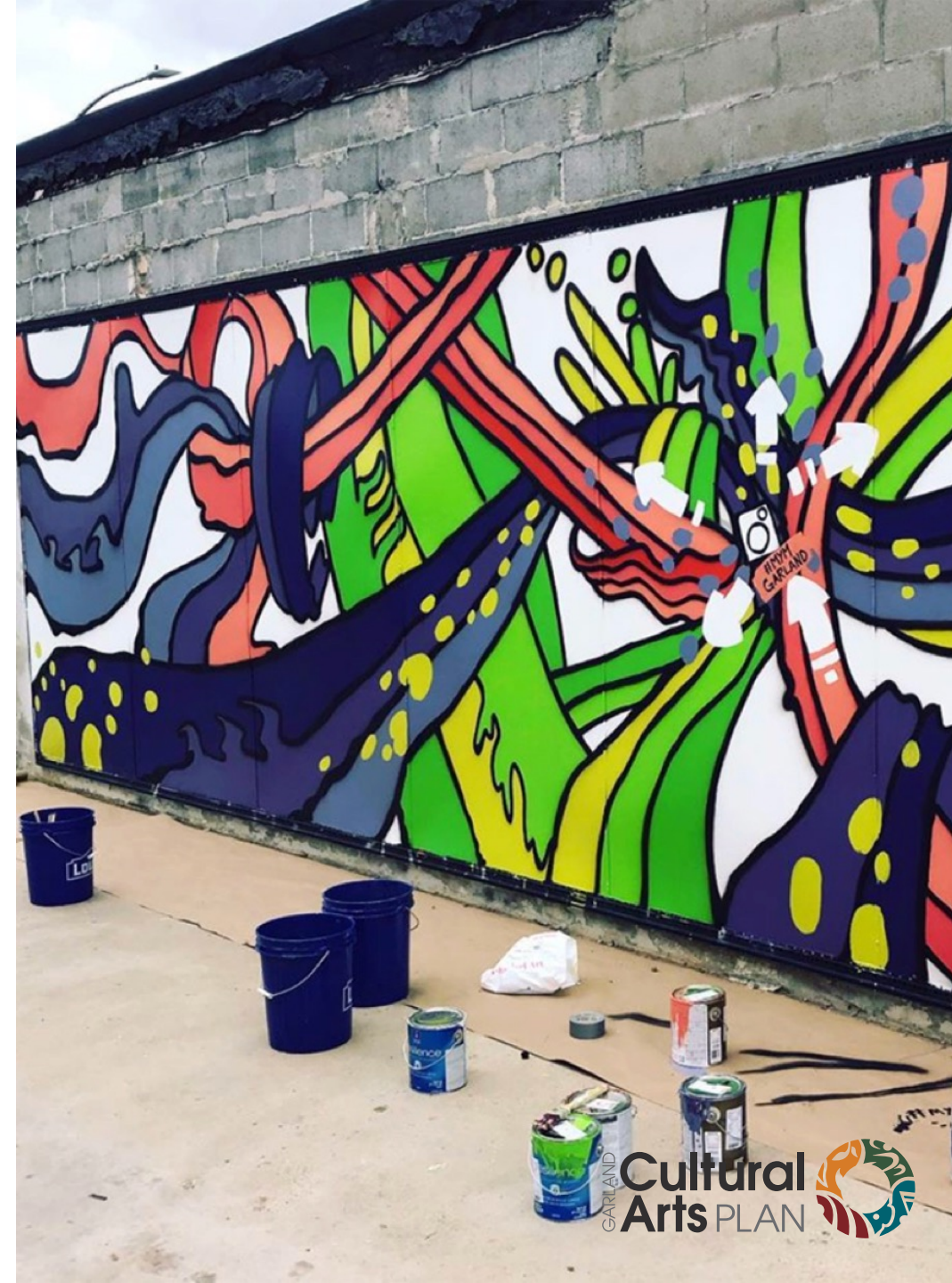
Today's Presentation

- Overview of the Cultural Arts Plan
- Current trends in cultural arts planning
- What we heard from the community
- Plan Vision, Goals, and Recommendations
- Envisioned Outcomes



The Cultural Arts Plan

- A VISION for cultural arts in the City of Garland
- COORDINATION of city government support for cultural arts – GCAC, departments, neighborhoods, etc.
- EXPANDED UNDERSTANDING of arts and culture: Visual arts, performing arts, and many more forms of cultural expression
- RECOMMENDATIONS and RESOURCES for funding, programs, partnerships, processes





Why plan for cultural arts?

- To help make Garland a vibrant community for all and improve quality of life for all residents and visitors alike
- To support and develop great neighborhoods
- To attract visitors and economic activity
- To celebrate local cultures and heritage and increase civic participation

Opportunities in Garland are expanding

- New opportunities and activities across the City
- Building on strong roots in the arts

For example...



Big Art Day: **Public Partnerships**

506 Art: Private Partnerships



Ranked best city for millennials to buy a home.
Among "next wave" of emerging North Texas cities.
- Zillow.com

Make Your Mark
GARIAND

Great amenities and education opportunities.
- Living.com
Small businesses thrive here - 98% locally owned
Diverse and welcoming - 4th most diverse Texas suburb
- ForRent.com

CARLA

506 Art
Community Mural Project

ELEMENTS OF LIFE
Art Project Installation
2018

THREE
make
We're an exciting mix of...



Día de los Muertos: **Cultural Celebrations**



“Vision of the Arts”: **Public Art**



Oates Road Retaining Wall Mural: **Neighborhood Involvement**

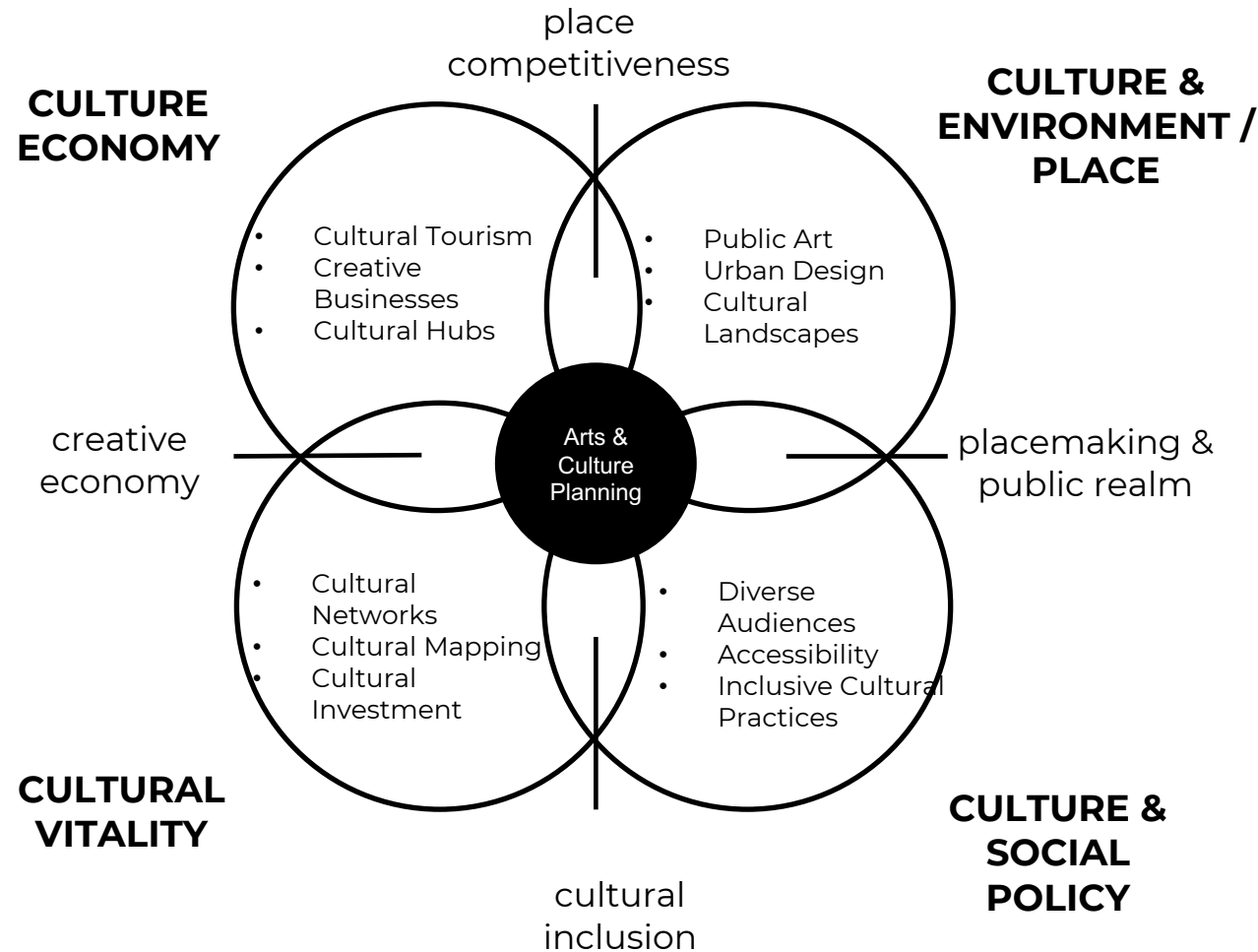
Garland's Unique Cultural Make-Up

- Strong performing arts facilities and core nonprofits
- Makers and creators
- Strong civic involvement among creatives
- Cultural diversity
- Family and youth orientation



Beyond Four Walls:

National Trends and Best Practices



The Cultural Arts Planning Process



The Cultural Arts Planning Process



- Established workplan
- Adjusted for COVID-19
- Assembled community and staff advisors
- Conducted situational analysis – demographic, economic, historical, creative assets, policy and plan review

The Cultural Arts Planning Process



- 14 interviews
- 3 focus groups
- Community survey
- 3 community meetings

The Cultural Arts Planning Process



- Vision
- Goals
- Action Items
- Draft Plan

Engagement and Input

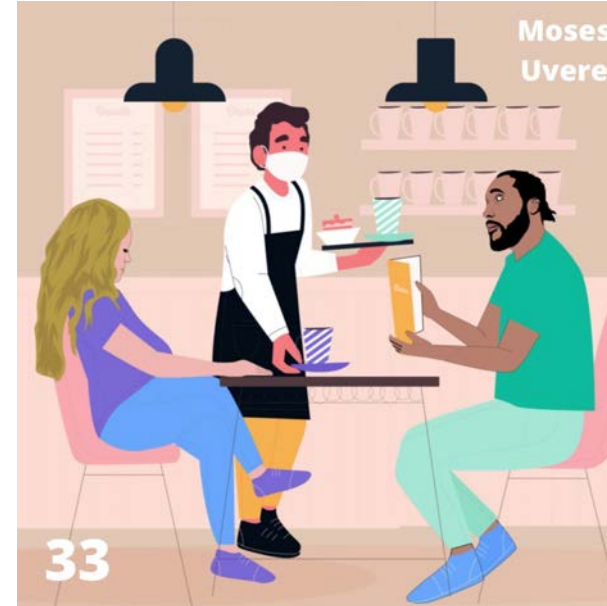
- **Community Advisory Group** – 13 advisors – 7 meetings
- **Technical Advisory Group** – 7 staff advisors – 6 meetings
- **Stakeholder Interviews** – 14 one-hour long interviews, 43 codes, 382 unique comments
- **3 Focus Groups** – Core Cultural Organizations (8 participants), Artists and Creatives (9 participants), Youth Creatives (13 participants, 2 youth facilitators)
- **Community Survey** – 263 respondents
- **3 Virtual Community Meetings** – offered Spanish and Vietnamese interpretation – 7 artist and performer participants

Creative Presentations

Leslie Montena



Cullin Lassiter



Moses Uvere

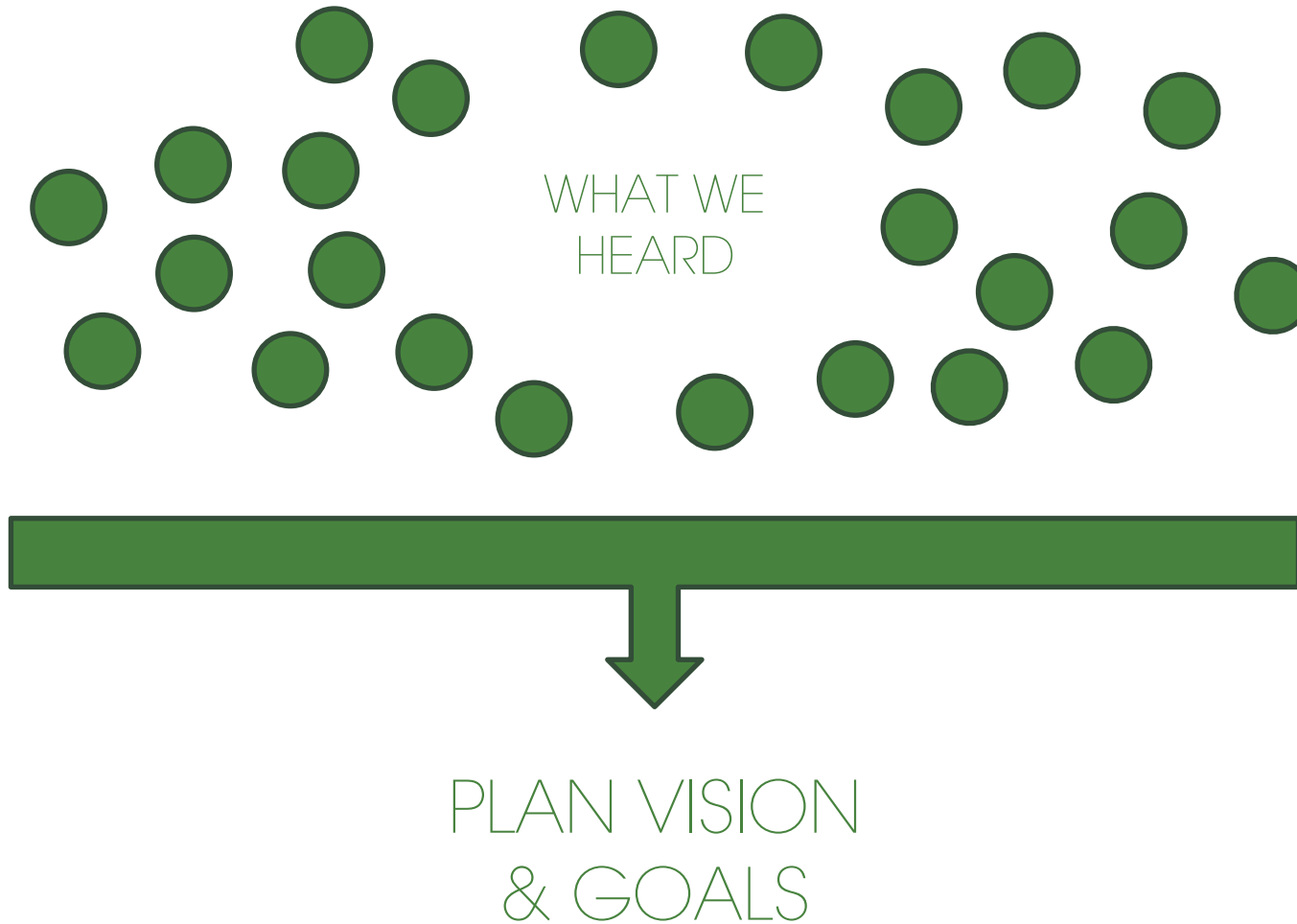
Bobby Orozco



What We Heard

STRENGTHS	CHALLENGES	OPPORTUNITIES
Strong cultural arts leadership	Some residents feel that current activities are not for them	<i>Building structures:</i> Updating and adopting a public art policy across City departments
History of success in core performing arts venues and nonprofits	Not all youth tapped into info about extracurriculars	Strengthening internal staff networks around placemaking and creativity
Talented and engaged youth	Creatives can be siloed	<i>Activating the community:</i>
Diversity of cultures and expression	Downtown not a frequent destination for some	Expanding opportunities for showcasing youth expression
Civic-minded artists	Need to ID and foster emerging young creative leaders	Creating opportunities for broader cultural celebrations
Cherished festivals and events	Need for improving recognition of Garland's creative brand	Investing in downtown and neighborhood place activation

Developing the Plan Vision



A Vision for Cultural Arts in Garland

Garland's cultural arts sector grows from strong community foundations and provides residents and visitors access to creative experiences and expression.

The City of Garland strives to build a reputation as a regional cultural destination, to be a training ground for all forms of creative expression, and to nurture collaborative partnerships grounded in diversity, family and youth.

Goals

- 1) Provide experiences in all **NEIGHBORHOODS & DOWNTOWN** for residents and visitors
- 2) Grow opportunities for **YOUTH**
- 3) Celebrate and support **DIVERSITY & HERITAGE**
- 4) Support and attract **ARTISTS & CREATIVES**
- 5) Foster **COLLABORATION & PARTNERSHIPS**
- 6) Optimize **MUNICIPAL OPERATIONS**

Vision

6 Goals

3 Strategies per goal

2-9 Action Items per strategy
(94 total Action Items)

Action Items Snapshot

Area of Focus	Goal	Strategy	Mechanism of Success	Action Item #	Action Item	Who/What/When/Where	Examples from Other Cities	Notes	Dependencies	Timeline	Responsible Party	Notes
1. Engage and Connect	Provide opportunities for transparency and participation in cultural affairs; and INFORMATIONAL & EDUCATIONAL for the arts and culture.	Provide resources, tools, and data to all parts of Garland	Responsible for access to and cultural activities (not of Garland's neighborhoods/districts)	1.1.1	Art in the Classroom: Provide access to cultural arts activities in different geographic areas of Garland by providing cultural arts activities for youth and adults in library branches and offering library cultural arts programming opportunities through collaboration with other City departments. Support community arts activities through library space activation (e.g., through library space activation in a neighborhood library).	Garland, GCAC, REAC	Dallas, WA?					
				1.1.2	Neighborhood Museum: Create and expand the practice of Office of Neighborhood Vitality (ONV) and the Neighborhood Development Office (NDO) of facilitating community participation in mural and other artmaking.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.3	Spring Creek Neighborhood: Explore the feasibility of temporary or permanent programming at the Spring Creek neighborhood in Wilshire Park. If feasible, identify potential partners to coordinate programming and activities.	Spring Creek Neighborhood, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.4	Cultural Events Along the Water: Explore opportunities to activate Redwood Bay Park and other areas along Lake Ray Hubbard with cultural arts events and activities.	Redwood Bay Park, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.5	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.6	Maker Space: Explore existing the feasibility of developing a maker space for artists, youth, and community members. Coordinate with private, nonprofit, and community partners in establishing the space and programming for such an endeavor.	Maker Space, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.7	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.8	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.9	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				1.1.10	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
2. Amplify Outreach	Create greater access to and cultural activities (not of Garland's neighborhoods/districts)	Provide resources, tools, and data to all parts of Garland	Responsible for access to and cultural activities (not of Garland's neighborhoods/districts)	2.1.1	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				2.1.2	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				2.1.3	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
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				2.1.10	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
3. Engage through Temporary Activities	Create greater access to and cultural activities (not of Garland's neighborhoods/districts)	Provide resources, tools, and data to all parts of Garland	Responsible for access to and cultural activities (not of Garland's neighborhoods/districts)	3.1.1	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				3.1.2	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				3.1.3	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
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				3.1.10	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
4. Support Creatives	Create greater access to and cultural activities (not of Garland's neighborhoods/districts)	Provide resources, tools, and data to all parts of Garland	Responsible for access to and cultural activities (not of Garland's neighborhoods/districts)	4.1.1	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				4.1.2	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				4.1.3	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
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				4.1.8	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				4.1.9	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					
				4.1.10	Neighborhood Museum: Develop programming for the development of neighborhood-based activities in neighborhoods throughout the city through the work of multiple departments.	Neighborhood Museum, GCAC	Office of Neighborhood Vitality, NDO, GCAC					

Top Ten Priorities

ONE: Establish a **Public Art Policy** for the City of Garland

TWO: Adopt a **Percent for Art** program

Ties into Public Art Approach.



Public Art Approach

- Based on proven national-level public art practices
- Recommendation for adoption of “percent for art” in capital improvement projects
- Clear and uniform process for artist selection and project implementation
- Frameworks for GCAC, other departments, partnerships with private land or funding
- Uses “pre-selected artist pool” strategy

Top Ten Priorities

THREE: Develop a plan and secure funding for **non-rental programming** at City of Garland performing arts facilities and other locations

Ties into Performing Arts Facilities Approach.



Performing Arts Facilities Approach

- Building on existing strengths to reach more local and regional audiences
- Continuing to ensure diverse and relevant programming
- Aligning with larger City cultural arts goals
- Guiding non-rental programming decisions
- Working with existing partners to advance these goals
- Leveraging the City's wider network of performance facilities to meet goals
- Connecting to regional networks (e.g., TCA grants, regional support orgs)



Top Ten Priorities

FOUR: Develop Downtown Square programming

FIVE: Expand opportunities for neighborhood and downtown **murals**, including participatory murals

SIX: Establish a **staff Cultural Arts** working group of 5-6 people from different departments to inform and coordinate on all cultural arts activities that are happening between departments, foster interdepartmental coordination, and share resources

Top Ten Priorities

SEVEN: Secure a State of Texas **Cultural District Designation** for Downtown Garland

EIGHT: Create **mobile cultural arts activations**

NINE: Develop more **pop-up galleries and activities**

TEN: Continue to develop the **GISD/GCAC/PRCD relationship and partnerships**



Kick-Off Project: Big Art Day “Art Walk”

- Amplification of annual Big Art Day celebration
- “Trail” of activity around Downtown Square, and beyond, to the Library, Landmark Museum, and toward the City Hall/Art Center area
- Activations by local artists and performers, GISD, and other partners

Kick-Off Project: Big Art Day “Art Walk”

Aligns with many plan goals and strategies:

- Amplifies downtown attraction
- Experiments through temporary activations
- Expands GISD collaborations and provides extracurricular opportunities for youth
- Celebrates Garland’s cultural heritage
- Expands festivals
- Supports creatives
- Expands regional creative tourism
- Fosters relationships with the business sector
- Builds alternative networks

Conclusion: Envisioned Outcomes

- Enhanced staff coordination
- Comprehensive Public Art Policy
- Pilot projects
- New and expanded partnerships
- Enhanced GCAC communication about priorities
- Project and program alignment with Plan goals





**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. c.

Meeting Date: May 17, 2021

Item Title: Special Events Update

Submitted By: Dana Lodge, CVB & Events Director

Summary of Request/Problem

Staff will provide an overview of the Special Events scheduled between June - December 2021.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

Special Events & CVB Update



Special Events & CVB

2021 Special Events Update

City Council Work Session

May 17, 2020



GARLAND

2021 Special Events Update

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Special Events (Items listed in **Red** are City budgeted events)

- May 21 – Garland Dog Park – “Animal Services Mobile Event”
- May 28 – Garland Dog Park – “Animal Services Vaccine Clinic”
- **June 3, 10, 17, 24 – “MF&L: Live at the Square”**



June 3
Freddie Jones Band



June 10
Legacy 4 Band



June 17
Thom Brownlee Jr.
Band



June 24
King George: A Tribute
to George Strait

2021 Special Events Update

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Upcoming Special Events

- June, July, Sept., Oct. (Second Saturday) – Downtown Garland
“Urban Market”
- June 2-4 – Firewheel Golf – TX Women’s Open Golf Tournament
- June 12-13 – Winters Park – “Spikeball Texas Grand Slam”
- June 26 – Winters Park – “Garland Amateur Radio Club Field Day”
- July 10-11 – Winters Park – DFW Asian American Soccer Tournament
- September 6 – Downtown – Labor Day Parade

2021 Special Events Update

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Upcoming Special Events (continued)

- Sept. 18 – Downtown Garland – “Big Art Day” & “GDBA Wine Walk”
- Sept. 25 – Downtown Garland – “Garland Guzzler 0.5K Race”
- Oct. 2 – Downtown Garland – “Wheels of Hope Car Show”
- Oct. 28 – Downtown Garland – “Dia de Los Muertos”
(Back up location planned)
- Oct. 30 – Downtown Garland – “Haunted Walk”
- Dec. 2 – Firewheel Town Center – “Christmas on the Square”
(tentative location)



2019 – Dia de Los Muertos

2021 Special Events Update

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Questions?



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. d.

Meeting Date: May 17, 2021

Item Title: Legislative Update

Summary of Request/Problem

Council Member Robert John Smith, Chair of the Legislative Affairs Committee, will provide Council with a legislative update.

Recommendation/Action Requested and Justification

Council discussion.
