



GARLAND

AGENDA

CITY COUNCIL WORK SESSION

City of Garland

Work Session Room, City Hall

William E. Dollar Municipal Building

200 North Fifth Street

Garland, Texas

Monday, October 10, 2022

6:00 p.m.

DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

1. Public Comments on Work Session Items

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

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

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

2. Consider the Consent Agenda

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

3. Written Briefings:

a. FY 22 Justice Assistance Grant Memorandum of Understanding (MOU)

Council is requested to authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG). This item will be scheduled for formal consideration at the October 11, 2022 Regular Meeting.

b. Depository Banking Services

Council is requested to authorize the City Manager to execute agreements with JP Morgan Chase Bank. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2022 Regular Meeting.

c. COVID-19 Briefing

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

d. Next Generation 9-1-1 Fund Subrecipient Grant Contract

Council is requested to authorize the City Manager to execute the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications. This item will be scheduled for formal consideration at the October 11, 2022 Regular Meeting.

e. Interagency Communication Site Lease Agreement with Texas Department of Public Safety (DPS)

Council is requested to approve authorizing the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety. This item will be scheduled for formal consideration at the October 11, 2022 Regular Meeting.

f. Oncor Rate Case Denial Resolution

Council is requested to deny the application for Oncor's rate increase. This item is scheduled for formal consideration at the October 11, 2022 Regular Meeting.

g. Wall Street Parking Restrictions

Council is requested to prohibit parking on the south side of the North end of Wall Street from Leon Drive to the corner as shown on the attached exhibit. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2022 Regular Meeting.

4. Verbal Briefings:

a. Introduction of Phillip Urrutia - New Assistant City Manager

Assistant City Manager Rex will introduce the newly hired Assistant City Manager, Phillip Urrutia.

b. Downtown Ordinances and Policies - Introduction

To support the City's investment in the Downtown Square and Streetscapes, staff will introduce a cross-departmental initiative to review key ordinances and policies impacting the downtown district in preparation for Council evaluation.

c. 2023 Scheduling of Council Meetings

Council is requested to review and discuss, if needed, changes to the City Council meeting dates for 2023 as presented in the attached schedule. The final calendar will be brought back for formal adoption at the October 18, 2022 Regular Meeting.

d. Cultural Arts & GCAC Update

Staff will provide Council an update on the Garland Cultural Arts Commission. The Cultural Arts Commissioners will be in attendance to help answer any questions.

e. Intragovernmental Affairs Committee Appointments

Council is being asked to determine whether to move the Intragovernmental Affairs Committee (IGC) from an ad hoc status to a permanent committee and appoint members of the City Council to serve on the IGC.

f. Audit Committee Meeting Report

Council Member Robert John Smith, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- Weaver Presentation - FY 2022 Audit*
- Planning and Development Fees*
- Vegetation Management Services*
- Cash Count Audit*
- FY 2023 Audit Plan*

g. Administrative Services Committee Report

Deputy Mayor Pro Tem Robert John Smith will update the Council on policy amendments recommended by the Administrative Services Committee and Council will discuss and deliberate the same.

h. Development Services Committee Report

The Development Services Committee discussed and deliberated an ordinance to prohibit on-street parking for automobile uses. This ordinance is intended to address complaints of citizens regarding automobile uses (i.e., major and minor car repair, car sales, etc.) using public rights-of-way for the storage and parking of customer vehicles.

5. Announce Future Agenda Items

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

6. Council will move into Executive Session

**EXECUTIVE SESSION
AGENDA**

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

The City Council will adjourn into executive session pursuant to Sections 551.086, 551.074, and 551.071 of the Texas Government Code to deliberate or discuss:

- 1. Competitive matters of a public power utility (551.086) concerning generation units and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071); and**
- 2. Personnel matters related to the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees (551.074).**

7. Adjourn



GARLAND POLICY REPORT

City Council Work Session Agenda

3. a.

Meeting Date: October 10, 2022

Item Title: FY22 Justice Assistance Grant Memorandum of Understanding (MOU)

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Areas: Safe Community

ISSUE

The execution by the City Manager of a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding (MOU) with the City of Dallas is required in order to obtain funding for the FY22 Edward Byrne Memorial Justice Assistance Grant (JAG) program.

The Director of the Bureau of Justice Assistance (BJA) has made funds available to units of local government under the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) program for the purpose of reducing crime and improving public safety. The Garland Police Department is eligible to apply to BJA for an estimated direct award of \$54,729.00 under this grant program. However, the Attorney General of the State of Texas has certified Garland as a disparate jurisdiction, thereby requiring us to enter into an agreement to share a portion of these funds with Dallas County. Currently, the agreement is for the City of Garland to share 30%, or approximately \$16,418.70, with Dallas County, which results in an award to the City of Garland in the amount of approximately \$38,310.30. From this amount, there will be a mandated 7% Administration Fee which is to be paid to the City of Dallas as they have been designated as the area grant manager for all involved entities. The resulting estimated net award to the City of Garland will be approximately \$35,628.58. JAG does not require any matching funds or contributions.

OPTIONS

1. Authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).
2. Do not authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG).

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute a Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas for the FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG). This item is scheduled for formal consideration at the October 11, 2022 Regular Meeting.

BACKGROUND

This will be the fifteenth year that the Garland Police Department has entered into an agreement with the City of Dallas and has received funds under the JAG program. The Garland Police Department received the following grant awards from JAG over the past five years.

2017- \$31,201.78

2018- \$34,764.70

2019- \$34,799.86

2020- \$31,287.71

2021- \$35,142.87

CONSIDERATION

The Justice Assistance Grant should provide \$35,628.58 in funding upon adoption of the Funds Sharing and Fiscal Agency Agreement Memorandum of Understanding with the City of Dallas.

Attachments

JAG FY22 MOU

JAG FY22 MOU Resolution

JustGrants Application ID # GRANT13690216
2022 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FUNDS SHARING AND FISCAL AGENCY AGREEMENT

THIS AGREEMENT (the “Agreement”), is made and entered into by and between the following parties:

The County of Dallas, Texas (the “County”) located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas (“Balch Springs”), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas (“Carrollton”), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas (“Dallas”), located at City Hall, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas (“DeSoto”), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas (“Duncanville”), located at City Hall, 203 East Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas (“Garland”), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas (“Grand Prairie”), located at City Hall, 300 W. Main Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Irving, Texas (“Irving”), located at City Hall, 825 West Irving Boulevard, Irving, Texas 75060, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Lancaster, Texas (“Lancaster”), located at City Hall, 211 North Henry Street, Lancaster, Texas 75146, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Mesquite, Texas (“Mesquite”), located at City Hall, 757 North Galloway Avenue, Mesquite, Texas 75149, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Richardson, Texas (“Richardson”), located at City Hall, 411 West Arapaho, Richardson, Texas 75080, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution.

The aforementioned Cities shall be referred to collectively in this Agreement as the “Cities.”

The County and Cities that are signatories to this Agreement are the only parties to this Agreement.

W I T N E S S E T H:

WHEREAS, Part E of Title 1 of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Edward Byrne Memorial Justice Assistance Grant Program (the “JAG Program”) authorize the Department of Justice’s Bureau of Justice Assistance (the “BJA”) to make funds (the “JAG Funds”) available to units of local government in order to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

WHEREAS, the County and the Cities are eligible for 2022 JAG Program Funds and have been certified by the BJA as a disparate jurisdiction; and

WHEREAS, for the purposes of simplifying the application process, the JAG Program permits the chief executive officer of one of the eligible units of local government in the disparate jurisdiction to submit a joint application for JAG Funds on behalf of the other eligible units of local governments within that jurisdiction and to act as the fiscal agent for those local governments in administering the JAG Funds; and

WHEREAS, certified disparate jurisdictions must reach an agreement regarding the sharing of JAG Funds prior to submission of the JAG Program application; and

WHEREAS, the County and the Cities agree and acknowledge that as a certified disparate jurisdiction, they must reach an agreement regarding the sharing of JAG Funds prior to submitting a JAG application with the BJA; and

WHEREAS, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

WHEREAS, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

WHEREAS, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement; and

WHEREAS, on September 26, 2019, the United States District Court for the Northern District of Illinois issued a permanent injunction against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years, and as a result, the Department of Justice is permanently enjoined from imposing the challenged conditions upon all U.S. Conference of Mayors (USCM) members that have been allocated, have applied for, or have been awarded Byrne JAG funds for FY 2017, 2018, 2019, and all future grant years; and

WHEREAS, as a result of this permanent injunction, USCM members, which includes the City of Dallas, that administer funds to subrecipients do not need to enforce the enjoined conditions, Chief Legal Officer (CLO) certification requirements, or Department of Homeland Security (DHS) questions requirements on those subrecipients, regardless of whether the subrecipients are USCM members; and

WHEREAS, the Department of Justice advises that USCM members that administer funds to subrecipients should provide sufficient notice to subrecipients about the enjoined conditions in the event that the conditions are reinstated later by the appellate court, and they have been included in this Agreement, and

WHEREAS, USCM members that are subrecipients are eligible to receive awards without the enjoined conditions being enforced. The City of Dallas, therefore, is not required to enforce the enjoined conditions, CLO certification requirements, or DHS questions requirements, on subrecipients that are USCM members, and USCM members that are subrecipients do not need to submit any of the CLO certifications or submit answers to DHS questions.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. PURPOSE

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

SECTION 2. FISCAL AGENT

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the fiscal agent for purposes of the JAG Program, the County and the Cities, save Dallas, each agree to pay Dallas seven percent (7%) of their Adjusted Allocations for costs associated with administering the JAG Funds. Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration; provided, however, the total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, shall not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction. Dallas further agrees to prioritize the expenditure of the grant administration fees to include the following activities: distributing the JAG Funds, monitoring the award, submitting reports to the BJA (including performance measures and program assessment data), and providing ongoing assistance to the County and the Cities as subrecipients of the JAG Funds.

B. No Additional Funds. The County and the Cities agree that Dallas has no obligation to provide funds to the County and the Cities from any source other than the JAG Program and in any amount other than the Final Allocation of JAG Funds for each party as set forth in this Agreement regardless of whether the JAG Funds are sufficient to fully accomplish the priorities set forth in Section 2.A above. In the event a portion of the JAG grant administration fee remains upon completion of the project set forth in this Agreement, as determined by Dallas, Dallas may expend such funds on other eligible projects under the JAG Program at Dallas's sole discretion.

SECTION 3. REPORTING, LEGAL, AND AUDIT REQUIREMENTS

A. Reports.

(1) Quarterly Reports. The County and the Cities agree to provide Dallas with quarterly financial and programming reports no later than eighteen (18) days after the last day of the calendar quarter that demonstrate the appropriate use and management of the JAG Funds in conformance with the JAG Program and the BJA guidelines.

(2) Semi-Annual Reports. The County and the Cities agree to provide Dallas with semi-annual progress reports in conformance with the JAG Program and the BJA guidelines.

B. Legal Requirements. The County and the Cities agree to act in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal year (FY) 2022 Local Assistance Application, all Office of Justice Programs financial guidelines and the Mandatory Award Terms and Conditions, and all of the requirements of the JAG Program guidance, including but not limited to: Administrative Funds, Disparate Certification, Prohibited and Controlled Uses, Compliance with Applicable Federal Laws, Body-Worn Camera (BWC) purchases, Body Armor, DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database, Interoperable Communications, Non-Supplanting of State and Local Funds; Civil Rights Compliance; Anti-Lobbying Act; Financial and Government Audit Requirements, includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. Award Terms and Conditions. Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement, including, but not limited to, compliance with 8 U.S.C §1373, 1644 and related requirements regarding immigration requests from the Department of Homeland Security, except as these

requirements are modified by the permanent injunction issued September 26, 2019, by the United States District Court for the Northern District of Illinois against the Department of Justice's imposition of the challenged immigration-related grant conditions for FY 2017, 2018, 2019, and all future grant years.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

SECTION 4. INITIAL ALLOCATIONS

For 2022, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$12,985.00
CARROLLTON	\$12,515.00
DALLAS	\$898,760.00
DESOTO	\$14,523.00
DUNCANVILLE	\$13,949.00
GARLAND	\$54,729.00
GRAND PRAIRIE	\$36,347.00
IRVING	\$48,940.00
LANCASTER	\$13,897.00
MESQUITE	\$49,175.00
<u>RICHARDSON</u>	<u>\$12,307.00</u>
TOTAL	\$1,168,127.00

SECTION 5. AMOUNT OF INITIAL ALLOCATIONS TO BE TRANSFERRED FROM THE CITIES TO THE COUNTY

The Cities shall transfer a portion of their Initial Allocations of JAG Funds to the County pursuant to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$3,895.50
CARROLLTON	\$3,754.50
DALLAS	\$269,628.00
DESOTO	\$4,356.90
DUNCANVILLE	\$4,184.70
GARLAND	\$16,418.70
GRAND PRAIRIE	\$10,904.10
IRVING	\$14,682.00
LANCASTER	\$4,169.10
MESQUITE	\$14,752.50
<u>RICHARDSON</u>	<u>\$12,307.00</u>
TOTAL	\$359,053.00

SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$359,053.00
BALCH SPRINGS	\$9,089.50
CARROLLTON	\$8,760.50
DALLAS	\$629,132.00
DESOTO	\$10,166.10
DUNCANVILLE	\$9,764.30
GARLAND	\$38,310.30
GRAND PRAIRIE	\$25,442.90
IRVING	\$34,258.00
LANCASTER	\$9,727.90
MESQUITE	\$34,422.50
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,168,127.00

SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of Adjusted Allocations toward grant administration, including Dallas' contribution, does not exceed ten percent (10%) of the total allocation to the parties' disparate jurisdiction

THE COUNTY	\$25,133.71
BALCH SPRINGS	\$636.27
CARROLLTON	\$613.24
DALLAS	\$79,083.05
DESOTO	\$711.63
DUNCANVILLE	\$683.50
GARLAND	\$2,681.72
GRAND PRAIRIE	\$1,781.00
IRVING	\$2,398.06
LANCASTER	\$680.95
MESQUITE	\$2,409.58
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$116,812.70

SECTION 8. FINAL ALLOCATIONS

The Final Allocations of JAG Funds are the Initial Allocations (1) less the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, which are the Adjusted Allocations and (2) less the transfer of the grant administration fees of the Adjusted Allocations to Dallas. Each jurisdiction shall include in its JAG Program application the following Final Allocations of JAG Funds:

THE COUNTY	\$333,919.29
BALCH SPRINGS	\$8,453.24
CARROLLTON	\$8,147.27
DALLAS	\$666,861.65
DESOTO	\$9,454.47
DUNCANVILLE	\$9,080.80
GARLAND	\$35,628.58
GRAND PRAIRIE	\$23,661.90
IRVING	\$31,859.94
LANCASTER	\$9,046.95
MESQUITE	\$32,012.93
<u>RICHARDSON</u>	<u>\$0.00</u>
TOTAL	\$1,168,127.00

SECTION 9. APPLICATION OF COUNTY FUNDS

The County agrees to prioritize the expenditure of its Final Allocation of Three Hundred Thirty Three Thousand, Nine Hundred and Nineteen Dollars and Twenty Nine cents (\$333,919.29) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2022 JAG Funds are insufficient to fully develop or implement the County's chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County's discretion, subject to the approval of the BJA, as required under the JAG Program.

SECTION 10. TERM

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon the fulfillment of all obligations hereunder.

SECTION 11. AGENCY

The County and the Cities agree and acknowledge that, except to the extent specified in Section 2 of this Agreement, each entity is not an agent of any other entity and that each entity is responsible for its acts, forbearance, negligence, and deeds and each entity is responsible for those acts, forbearance, negligence, and deeds of its agents or employees in conjunction with performance under this Agreement.

SECTION 12. FORMAL APPROVAL

This Agreement is expressly subject to and contingent upon formal approval by the governing bodies of the County and the Cities.

SECTION 13. NO THIRD-PARTY BENEFICIARY ENFORCEMENT

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and any right of action relating to such enforcement shall be strictly reserved to the Cities and the County and nothing contained in this Agreement shall be construed to create any rights for any third parties.

SECTION 14. NON-ASSIGNMENT

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

SECTION 15. NOTICE OF CONTRACT CLAIM

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims. This Agreement is also subject to the provisions of TEX. LOC. GOV'T CODE § 89.0041 (Notice of Suit Against County).

SECTION 16. RESPONSIBILITY

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this Agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

SECTION 17. NOTICE

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be affected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County:

Dir. of Criminal Justice, Charlene Randolph
Dallas County – Administration Building
411 Elm Street, 2nd Floor
Dallas, Texas 75202

To Balch Springs:

Interim Chief of Police, Michael Alexander
Balch Springs Police Department
12500 Elam Road
Balch Springs, Texas 75180

<u>To Carrollton:</u>	Chief of Police, Rex Redden Carrollton Police Department 2025 East Jackson Road Carrollton, Texas 75006
<u>To Dallas:</u>	City Manager, T.C. Broadnax Dallas City Hall 1500 Marilla, 4EN Dallas, Texas 75201
<u>To DeSoto:</u>	Chief of Police, Joseph Costa DeSoto Police Department 714 East Belt Line Road DeSoto, Texas 75115
<u>To Duncanville:</u>	Chief of Police, Mark LiVigni Duncanville Police Department 203 East Wheatland Rd. Duncanville, Texas 75116
<u>To Garland:</u>	Chief of Police, Jeff Bryan Garland Police Department 1891 Forest Lane Garland, Texas 75042
<u>To Grand Prairie:</u>	Chief of Police, Daniel Scesney Police Department 1525 Arkansas Lane Grand Prairie, Texas 75052
<u>To Irving:</u>	Chief of Police, Derick Miller Irving Police Department P. O. Box 152288 Irving, Texas 75015
<u>To Lancaster:</u>	Chief of Police, Samuel Urbanski Lancaster Police Department 1650 North Dallas Avenue Lancaster, Texas 75134

To Mesquite:

Chief of Police, David Gill
Mesquite Police Department
PO Box 850137
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Gary Tittle
Richardson Police Department
P.O. Box 831078
Richardson, Texas 75083

SECTION 18. GOVERNING LAW AND VENUE

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

SECTION 19. LEGAL CONSTRUCTION

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AMENDMENTS; ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of all of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. This Agreement may be modified or amended only by written agreement of all of the parties, to be attached to and made a part of this Agreement.

IN WITNESS WHEREOF, by their signatures hereon, each of the undersigned represents and warrants that they are the duly authorized agents of each entity and have full right and authority to enter into this Agreement. This Agreement is to be effective upon the signature of both County and the Cities.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

APPROVED BY THE COUNTY OF DALLAS:

Clay Lewis Jenkins, County Judge

APPROVED AS TO FORM*:

JOHN CREUZOT
DISTRICT ATTORNEY

Randall Miller, Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY’S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, ____.

**APPROVED BY THE
CITY OF BALCH SPRINGS:**

RECOMMENDED BY:

Susan Cluse, City Manager

Michael Alexander, Interim Chief of Police

APPROVED AS TO FORM BY:

Amanda Davis, City Attorney

The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF CARROLLTON:**

RECOMMENDED BY:

Erin Rinehart, City Manager

Rex Redden, Chief of Police

APPROVED AS TO FORM BY:

Meredith A. Ladd, City Attorney

EXECUTED by the City of Dallas, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____, adopted by the City Council on _____.

Acceptance of FY 2022 JAG awards by U.S. Conference of Mayors members (as designated in Evanston v. Barr) shall not be construed as acceptance of Special Conditions 31 through 41 of the FY 2022 grants, or similar conditions. Nor, given the injunction, currently in effect, in the litigation, against inclusion of those conditions in FY 2022 JAG awards, shall Special Conditions 31-41 be enforced against the foregoing jurisdictions while that ruling is in effect.

RECOMMENDED

Eddie Garcia, Chief of Police

APPROVED AS TO FORM
CHRISTOPHER J. CASO
CITY ATTORNEY

CITY OF DALLAS
T. C. BROADNAX
CITY MANAGER

By: _____
Assistant City Attorney

By: _____
City Manager

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 21-19, Minutes N/A Dated the xxth day of xxx, 2022.

APPROVED BY THE CITY OF DESOTO:

RECOMMENDED BY:

Brandon Wright, City Manager

Joseph W. Costa, Chief of Police

APPROVED AS TO FORM BY:

Joseph J. Gorfida, Jr, City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF DUNCANVILLE:**

RECOMMENDED BY:

Aretha R. Ferrell-Benavides, City Manager

Mark LiVigni, Chief of Police

APPROVED AS TO FORM BY:

Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF GARLAND:**

RECOMMENDED BY:

Bryan Bradford, City Manager

Jeff Bryan, Chief of Police

APPROVED AS TO FORM BY:

Brian England, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF GRAND PRAIRIE:**

RECOMMENDED BY:

Steve Dye, Chief Operating Officer

Daniel Scesney, Chief of Police

APPROVED AS TO FORM BY:

Megan Mahan, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

Richard H. Stopfer, Mayor

Derek Miller, Chief of Police

APPROVED AS TO FORM BY:

Kuruvilla Oommen, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF LANCASTER:**

RECOMMENDED BY:

Opal Mauldin-Jones, City Manager

Samuel Urbanski, Chief of Police

APPROVED AS TO FORM:

David Ritter, City Attorney

The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution _____, Minutes _____ Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF MESQUITE:**

RECOMMENDED BY:

Cliff Keheley, City Manager

David Gill, Chief of Police

APPROVED AS TO FORM BY:

David L. Paschall, City Attorney

The City Manager for the City of Richardson, State of Texas, has executed the Agreement pursuant to Section 2-52 of the Richardson Code of Ordinances Dated the _____ day of _____, _____.

**APPROVED BY THE
CITY OF RICHARDSON:**

Don Magner, City Manager

RECOMMENDED BY:

Gary Tittle, Chief of Police

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDS SHARING AND FISCAL AGENCY AGREEMENT RELATED TO THE 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the Garland City Manager is hereby authorized to execute a Funds Sharing and Fiscal Agency Agreement for the 2022 Edward Byrne Memorial Justice Assistance Grant Program ("JAG"), agreeing that the City of Dallas will administer and distribute the JAG funds pursuant to the JAG program and establishing the funding disbursements, reporting procedures, and other requirements for participation in the grant.

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 October 2022.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND POLICY REPORT

City Council Work Session Agenda

3. b.

Meeting Date: October 10, 2022
Item Title: Depository Banking Services
Submitted By: Matt Watson, Finance Director
Strategic Focus Areas: Sound Governance and Finances

ISSUE

The City Council is requested to consider a depository bank contract with a financial institution that is qualified to meet the City's corporate banking needs in accordance with City Council's Financial Policy.

OPTIONS

1. Authorize the City Manager to execute agreements with JP Morgan Chase Bank.
2. Do not authorize the City Manager to execute agreements with JP Morgan Chase Bank.

RECOMMENDATION

Council is requested to authorize the City Manager to execute a depository bank contract and related agreements with JP Morgan Chase Bank for the period January 1, 2023, through December 31, 2024. The depository bank contract may be extended for three (3) additional one-year periods. The advantages of selecting JP Morgan Chase Bank as the depository include the availability of desired bank services, the established relationship that currently exists with JP Morgan Chase Bank and favorable fees. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18th, 2022 Regular Meeting.

BACKGROUND

The City of Garland utilizes the resources of a financial institution in meeting its corporate banking needs. In addition to the customary banking services, the City uses sophisticated cash and treasury management services that are available through full service financial institutions. Numerous banking practices of the City are conducted electronically through a treasury management workstation and through direct data transmission via computer.

The recommendation to select a qualified financial institution is made at the completion of a thorough selection process. Financial Services contracted with Valley View Consulting, LLC, to assist with the Bank Depository Services Request for Applications (RFA). Valley View Consulting assisted by drafting the RFA based on input from Financial Services staff and compiled the responses to the RFA. Financial Services staff approved the RFA, responded to

all questions regarding the RFA and analyzed the compiled responses to the RFA. All banks and financial institutions with locations or branches in Garland were eligible to respond to the RFA. The bank service application due date was June 21, 2022. JP Morgan Chase Bank, Wells Fargo Bank and PNC Bank were the financial institutions that submitted applications. After considering the analysis results, the demonstrations, and the evaluation criteria, the City staff determined that the terms offered by JPMorgan Chase Bank, N.A. were the most advantageous for the City. JP Morgan Chase Bank has served as the City's depository since January 1, 1988 and has been a cooperative and responsive business partner. Chase Bank is an innovation leader in the bank industry. The City has implemented numerous sophisticated Chase Bank products as they have become available.

CONSIDERATION

Operational - Cost effective cash and treasury management tools improve the operational efficiency of the Financial Services Department. Significant time and cost savings are achieved by renewing depository bank services with JP Morgan Chase Bank.

Financial - JP Morgan Chase offered competitive pricing for required banking services.

Legal – The City is required to prepare a Request for Application for Depository Bank Services every five (5) years.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

3. c.

Meeting Date: October 10, 2022

Item Title: COVID-19 Briefing

Summary of Request/Problem

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

Recommendation/Action Requested and Justification

Council discussion.

Attachments

COVID-19 Presentation



COVID-19 UPDATE

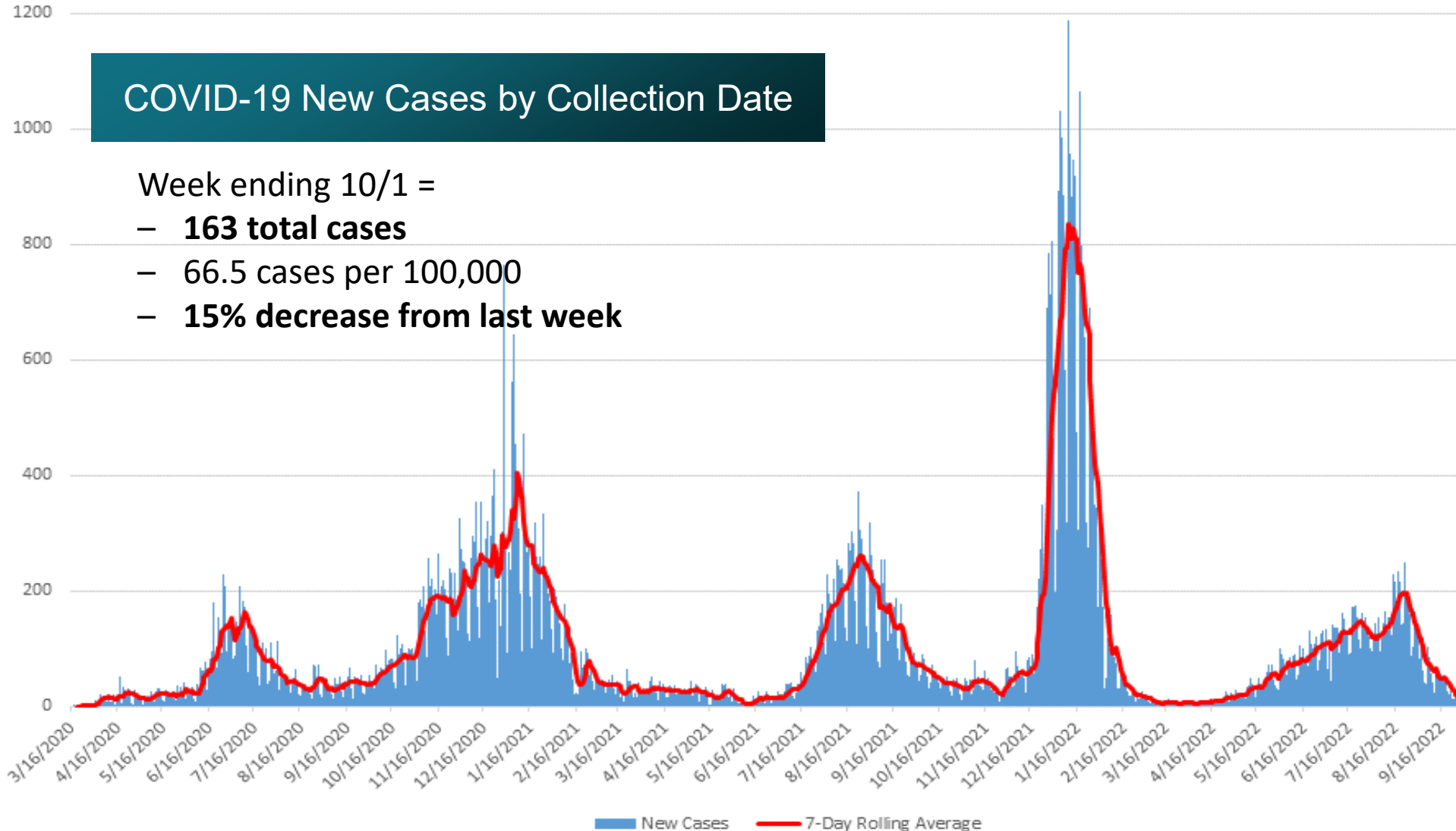
City Council Work Session
October 10, 2022

Garland Impacts

COVID-19 New Cases by Collection Date

Week ending 10/1 =

- **163 total cases**
- 66.5 cases per 100,000
- **15% decrease from last week**



Total Confirmed
70,589

Total Recovered
69,412

Total Deaths
787

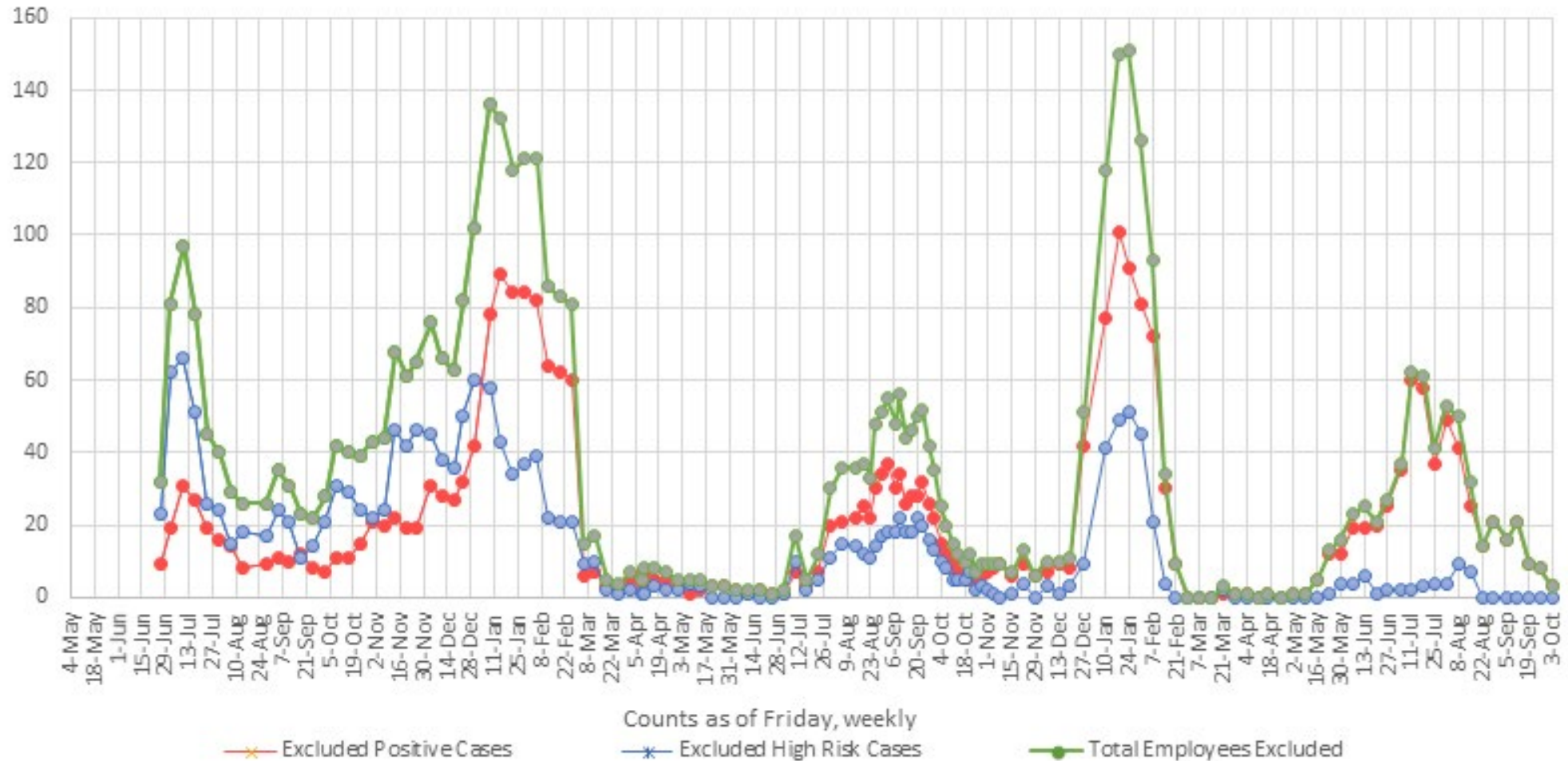
Active Cases
390

COVID-19 Staff Impacts

3 COG employees excluded for week ending 10/1/22

Total
Recovered
995
All
Departments

COVID-19 Employee Exclusion Summary



Garland Vaccinations Administered

Doses thru 9/10/22

Moderna Doses – Initial Series	38,934
--------------------------------	--------

Moderna Boosters	658
------------------	-----

Pfizer Doses – Initial Series	12,357
-------------------------------	--------

Pfizer Boosters	387
-----------------	-----

Single Doses (Initial + Booster)	895
----------------------------------	-----

Novavax – Initial Series	8
--------------------------	---

Total	53,239
--------------	---------------

Doses Administered September 26 - 30	95
--------------------------------------	----

Hospitalized COVID Patients
and
Percent COVID Patients to All Hospital Patients
Dallas County

10/5/22 Numbers

102

2.25%

2.05%

COVID-19 Patients Hospitalized

% OF ALL INPATIENTS with COVID

% of Hospital Capacity with Confirmed COVID

1600 35.00%

28.74% (January 18, 22)

1451 (January 20, 22)

24.51% (January 11, 21)

1234 (January 22, 21)

23.08% (July 23, 20)

831 (July 8 & 21, 20)

22.32% (September 5, 21)

1040 (September 9, 21)

1400 30.00%

1200 25.00%

1000 20.00%

800 15.00%

600 10.00%

400 5.00%

0 0.00%

5/24 6/13 7/3 7/23 8/12 9/1 9/21 10/11 10/31 11/20 12/10 12/30 1/19 2/8 2/28 3/20 4/9 4/29 5/19 6/8 6/28 7/18 8/7 8/27 9/16 10/6 10/26 11/15 12/5 12/25 1/14 2/3 2/23 3/15 4/4 4/24 5/14 6/3 6/23 7/13 8/2 8/22 9/11 10/1



QUESTIONS



GARLAND POLICY REPORT

City Council Work Session Agenda

3. d.

Meeting Date: October 10, 2022
Item Title: Next Generation 9-1-1 Fund Subrecipient Grant Contract
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Areas: Safe Community

ISSUE

The City of Garland has applied for \$973,325 in grant funding from the Commission on State Emergency Communications (CSEC) to assist with the development of the Next Generation 9-1-1 system.

The overall goal of this grant project is to begin the implementation of ESInet and NG9-1-1 in our current Vesta system. The allocated funding will cover a majority of the first-year implementation and software costs. Currently, the City of Garland is in Phase 0 of NG9-1-1 implementation and is not connected to an ESInet.

OPTIONS

1. Authorize the City Manager to execute the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications.
2. Do not authorize the City Manager to execute the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications.

RECOMMENDATION

Staff recommends that Council authorize the City Manager to execute the Next Generation 9-1-1 Fund Subrecipient Grant Contract with the Commission on State Emergency Communications. This item is scheduled for formal consideration at the October 11, 2022 Regular Meeting.

BACKGROUND

In May 2021, the Texas Legislature passed House Bill 2911 ("HB 2911") amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for "all parts of the state [to] be covered by next generation 9-1-1 service." HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund ("NG9-1-1 Fund") and authorizing it to be funded with "Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter."

In November 2021, the Texas Legislature passed [Senate Bill 8 \(3rd Special Session\)](#) (“SB 8”). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund “for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund.”

CONSIDERATION

The Next Generation 9-1-1 grant will provide \$973,325 in funding upon execution of the Subrecipient Grant Contract.

Attachments

NG911 Fund Subrecipient Grant Contract

**COMMISSION ON STATE
EMERGENCY COMMUNICATIONS**



Next Generation 9-1-1 Fund

**CSEC – TEXAS 9-1-1 ENTITY
SUBRECIPIENT SUBAWARD GRANT
CONTRACT**

TABLE OF CONTENTS

TABLE OF CONTENTS	2
SECTION 1: INTRODUCTION	4
SECTION 2: INDUCEMENTS.....	4
SECTION 3: CONTRACT DOCUMENTS, ORDER OF PRECEDENCE	6
SECTION 4: EFFECTIVE DATE, CONTRACT TERM, PERIOD OF PERFORMANCE	6
SECTION 5: SUBAWARD	7
SECTION 6: GRANT APPLICATION	8
SECTION 7: PROCUREMENTS	9
SECTION 8: GENERAL TERMS AND CONDITIONS.....	11
SECTION 9: ELIGIBLE USES AND ELIGIBLE COSTS	13
SECTION 10: INELIGIBLE COSTS.....	14
SECTION 11: COST PRINCIPLES	15
SECTION 12: COST SHARING/MATCH.....	15
SECTION 13: FUNDING OF SUBAWARD AND FINANCIAL MANAGEMENT.....	15
SECTION 14: REQUEST FOR REIMBURSEMENT	16
SECTION 15: REPORTING AND ANNUAL CERTIFICATION	18
SECTION 16: RISK ASSESSMENT, MONITORING, NOTIFICATION OF PROBLEMS, AND CORRECTIVE ACTION PLAN	19
SECTION 17: RECORD RETENTION AND ACCESS.....	20
SECTION 18: SUBRECIPIENT COMPLIANCE	20
SECTION 19: CLOSEOUT	21
SECTION 20: AUDIT REQUIREMENTS	21
SECTION 21: FEDERAL CONTRACT PROVISIONS.....	22
SECTION 22: CONTACT INFORMATION, CONTRACT MANAGERS, AND NOTICES	32

SECTION 23:	UNIFORM STATE OF TEXAS ASSURANCES.....	33
SECTION 24:	CONTRACT CONSTRUCTION.....	36
ATTACHMENT 1:	OOG CSFRF TERMS AND CONDITIONS.....	39
ATTACHMENT 2:	REQUEST FOR REIMBURSEMENT	40
ATTACHMENT 3:	TIME AND EFFORT ATTESTATION.....	44
ATTACHMENT 4:	QUARTERLY FINANCIAL AND COMPLETION PROGRESS REPORTS	47
ATTACHMENT 5:	ANNUAL PERFORMANCE REPORT	50
ATTACHMENT 6:	RISK ASSESSMENT	55
ATTACHMENT 7:	CERTIFICATION REGARDING LOBBYING	58

SECTION 1: INTRODUCTION

THIS CSEC – TEXAS 9-1-1 ENTITY SUBRECIPIENT SUBAWARD GRANT CONTRACT,¹ including all appendices, attachments, exhibits, and any other referenced documents (collectively, the “Contract”), is made and entered by and between the Commission on State Emergency Communications (“CSEC” or “Commission”), a state agency having its principal offices at 1801 N. Congress Avenue, Suite 11.100, Austin, Texas 78701, and the City of Garland, a Texas home-rule municipality, and a Texas 9-1-1 Entity² with its principal place of business at 200 N. Fifth St. Garland, TX 75040. If 9-1-1 Entity(ies) is represented by an authorized agent representative, the authorized representative’s name is N/A, with its principal place of business at N/A.

If authorized representative represents more than one 9-1-1 Entity, each represented entity and its principal place of business is included above. By executing this Contract, the authorized representative represents that it has the requisite authority or has obtained the requisite authority to bind the 9-1-1 Entity(ies) to the terms and conditions of this Contract to the same extent as if each 9-1-1 Entity executed the Contract. The term “Subrecipient” refers to the 9-1-1 Entity(ies) and, as applicable, its authorized representative. The terms “Party” and “Parties” refers to the Commission and the Subrecipient individually and collectively unless the context clearly indicates otherwise.

This Contract does not exhaustively address all federal regulations applicable to Subrecipient and its Next Generation 9-1-1 Service Project (“NG9-1-1 Grant Project”). Subrecipient warrants that prior to completing and executing the Contract that it independently reviewed and informed itself of the requirements applicable to it as a Subrecipient including the U.S. Department of Treasury’s (“Treasury”) Coronavirus State and Local Fiscal Recovery Fund regulations (the [Final Rule](#) at [31 C.F.R. Subtitle A, Part 35, Subpart A](#)), [Overview of Final Rule](#), [Final Rule: Frequently Asked Questions](#), [Compliance and Reporting Guidance](#); and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)) (the “Uniform Guidance”).

SECTION 2: INDUCEMENTS

In March 2021 Congress enacted the [American Rescue Plan Act of 2021](#) (“ARPA”), including Subtitle M – Coronavirus State and Local Fiscal Recovery Funds (“CSFRF” [42 U.S.C. § 802 et. seq.](#)). ARPA appropriated \$219 billion to States, territories, and Tribal governments to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease and pandemic (“COVID-19”).

¹ 2 C.F.R. § 200.1:

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

(Emphasis added.)

² “Texas 9-1-1 Entity” means a Regional Planning Commission as defined in Health and Safety Code § 771.001(10) to the extent it provides access to “9-1-1 service” as defined in § 771.001(6), or an Emergency Communication District as defined in § 771.001(3). A “Texas 9-1-1 Entity” is synonymous with the term “9-1-1 administrative entity” as defined in Public Utility Commission of Texas rule 26.5(280).

In May 2021, the Texas Legislature passed [House Bill 2911](#) (“HB 2911”) amending Health and Safety Code Chapter 771 to establish September 1, 2025, as the target date for “all parts of the state [to] be covered by next generation 9-1-1 service.” HB 2911 includes new Health and Safety Code § 771.0713 creating the Next Generation 9-1-1 Fund (“NG9-1-1 Fund”) and authorizing it to be funded with “Coronavirus State and Local Fiscal Recovery Funds under Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) or from any other federal governmental source for purposes of this chapter.”

In October 2021, and per rulemaking authority provided in HB 2911, the Comptroller of Public Accounts adopted rule [34 Tex. Admin. Code § 5.408](#) designating the Commission as the administrator of the NG9-1-1 Fund.

At its November 16, 2021, open meeting, the Commission designated to its Executive Director the “authority to administer the Next Generation 9-1-1 service fund created by HB 2911.”

In November 2021, the Texas Legislature passed [Senate Bill 8 \(3rd Special Session\)](#) (“SB 8”). SB 8 Section 30 appropriates \$150 million CSFRF funds to the NG9-1-1 Fund “for the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs, during the two-year period beginning on the effective date of this Act from money received by this state from the Coronavirus State Fiscal Recovery Fund.” Per Section 51, funding of the NG9-1-1 Fund is provided:

[I]n accordance with 42 U.S.C. Section 802(c)(1)(C), which allows money from the Coronavirus State Fiscal Recovery Fund to be used to provide government services to the extent of a reduction in the revenue of a state government caused by the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the state government that ended before that emergency.

Per Health and Safety Code § 771.0713(f), all money in the NG9-1-1 Fund must be distributed by December 31, 2022, and be spent by December 31, 2024. (For more information see *infra*. Period of Performance.) Per subsection 771.0713(g), section 771.0713 creating the NG9-1-1 Fund expires on September 1, 2025.

On April 6, 2022, following submission by the Commission of a grant application, the Office of the Governor (“OOG”) awarded the Commission \$150 million in CSFRF funds per SB 8.³ By the terms of the award:

CSEC is responsible for ensuring compliance with all federal and state laws and guidance from the United States Department of the Treasury, including, but not limited to, as reflected in the Coronavirus State Fiscal Recovery Fund terms and conditions agreed to by CSEC in eGrants. In addition, to the extent any of these funds are not used, or to the extent another source of funds becomes available, please return these funds to the Office of the Governor.

On April 14, 2022, the Commission’s Executive Director accepted the OOG’s terms and conditions agreement “applicable to payments distributed in the form of grants to state agencies or local units of governments from the Coronavirus State Fiscal Recovery Fund.”⁴ (To the extent applicable to a

³ OOG Notice of Award to the Commission (April 6, 2022).

⁴ OOG Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement.

Subrecipient, the OOG's terms and conditions of the Commission's Award are incorporated herein by reference.)

May 17, 2022, the Commission voted to allocate the NG9-1-1 Fund to 70 (out of 77) Texas 9-1-1 Entities expressing interest in applying for a Subrecipient grant award.

In the summer of 2022, Subrecipient submitted to the Commission its Grant Application (the "Application," the final accepted version of which—including as amended and approved by the Commission—is incorporated herein by reference).

NOW, THEREFORE, in consideration of the inducements, mutual promises and covenants contained herein, and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Commission and Subrecipient agree as follows:

SECTION 3: CONTRACT DOCUMENTS, ORDER OF PRECEDENCE

- 3.1 Contract Documents. The documents comprising the Contract are as follows (all of which are incorporated by reference unless otherwise specified):
1. The Contract (this document including Attachments);
 2. Subrecipient's Approved Grant Application as amended (collectively, the "Grant Application") consisting of:
 - a. 9-1-1 Entity Application Checklist;
 - b. Appendix A 9-1-1 Entity Certification;
 - c. Federal Forms SF-424, SF-424B, SF-424D, CD-511, and SF-LLL (if applicable);
 - d. Applicant Project Plan;
 - e. Applicant Budget Plan;
 - f. Applicant's Uniform Guidance – Procurement Standards Compliance; Worksheet(s);
 3. The Commission's grant application to the Office of the Governor ("OOG");
 4. OOG Award to the Commission (April 6, 2022, letter); and
 5. OOG's Coronavirus State Fiscal Recovery Fund Terms and Conditions Agreement (accepted by the Commission on April 14, 2022). For purposes of the Contract, "Grantee" refers to Subrecipient; "OOG" refers to the Commission; and "Parties" refers to Subrecipient and the Commission. (Incorporated herein as Attachment 1.)
- 3.2 Order of Precedence. In the event of a conflict between the documents comprising the Contract, the order of precedence is: OOG documents (including Commission grant application and Terms and Conditions agreement); the Contract; and Subrecipient's Approved Grant Application (as amended).

SECTION 4: EFFECTIVE DATE, CONTRACT TERM, PERIOD OF PERFORMANCE

- 4.1 Effective Date and Contract Term. The Contract is effective as of the date of the last Party signature on the Contract (the "Effective Date"). The term of the Contract is from the Effective Date until the earlier of Subrecipient's completion of its Commission-approved NG9-1-1 Grant Project or the end of the Period of Performance (the "Contract Term"). Notwithstanding the preceding, the Contract expires no later than March 31, 2025, which is 90 days after the end of the Period of Performance.

- 4.2 Period of Performance. **Per SB 8 the Period of Performance begins on November 8, 2021, (effective date of SB 8) and runs through December 31, 2024 (the “Period of Performance”).** Only eligible costs incurred during the Period of Performance are eligible for reimbursement. **NOTES:** (1) Per OOG direction, the Commission’s funding of Subrecipient grant awards is on a reimbursement basis. (2) Per OOG direction, the Commission and Subrecipients must receive all goods and services by no later than December 31, 2024.
- 4.2.1 Per HB 2911, SB 8, and specifically the OOG’s Award to the Commission, “the Office of the Governor understands that this appropriation shall be distributed not later than December 31, 2022, and the money distributed shall be spent not later than December 31, 2024, for, as authorized by other law, the deployment and reliable operation of next generation 9-1-1 service, including equipment and administration costs.”
 - 4.2.2 Subrecipient is precluded from incurring, or seeking reimbursement, for any costs before or after the Period of Performance; and the Commission is precluded from reimbursing Subrecipient for any costs incurred before or after the Period of Performance. To the extent procured in compliance with the Uniform Guidance as documented in Subrecipient’s Grant Application (specifically, the Uniform Guidance Procurement Compliance Worksheet(s)), Subrecipient may utilize the contract or other form of agreement resulting from a procurement conducted prior to the Period of Performance. Reimbursable costs under such a pre-Period of Performance procurement are limited to incurred costs for which 9-1-1 Entity became obligated to pay during the Period of Performance.
 - 4.2.2.1 By way of example: Subrecipient conducts a Uniform Guidance compliant procurement resulting in a six-year award beginning on January 1, 2020, and expiring on December 31, 2025. Only those eligible costs for which Subrecipient became obligated to pay for during the Period of Performance are eligible for reimbursement. Pre-payment by Subrecipient is authorized and eligible for reimbursement only for goods and services actually received during the Period of Performance.
 - 4.2.3 Per [2 C.F.R. § 200.1](#) the Period of Performance “means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. Identification of the period of performance in the Federal award per [§ 200.211\(b\)\(5\)](#) does not commit the awarding agency to fund the award beyond the currently approved budget period.” Period of Performance means the time during which the Subrecipient may incur new obligations to carry out the work authorized under the Contract.
 - 4.2.4 Per the Final Rule, the federal Period of Performance is March 1, 2021, through December 31, 2026; with all costs incurred (*i.e.*, obligated) by no later than December 31, 2024.

SECTION 5: SUBAWARD

- 5.1 The Commission makes a Subaward of appropriated CSFRF funds in the NG9-1-1 Fund in the not to exceed amount of **\$973,325.00**. The Subaward amount equals the total of all eligible costs (including to the extent applicable Subrecipient’s internal direct and indirect costs) as provided in Subrecipient’s Budget Plan.
- 5.2 As of the Contract Effective Date, and per the requirements for pass-through entities applicable to the Commission ([2 C.F.R. § 200.332](#)), Subrecipient’s required information is as follows. (For

information not available, the Commission and Subrecipient have provided the best information available.)

- 5.2.1 Subrecipient name (which must match the name associated with its unique entity identifier): **City of Garland.**
 - 5.2.2 Subrecipient's unique entity identifier: **SFLHMCK5EH49.**
 - 5.2.3 Federal Award Identification Number (FAIN): **020-1892.**
 - 5.2.4 Federal Award Date of award to Texas by the U.S. Department of Treasury (see the definition of Federal award date in [2 C.F.R. § 200.1](#)): **March 11, 2021.**
 - 5.2.5 Subaward Period of Performance Start and End Date: **November 8, 2021, and December 31, 2024.**
 - 5.2.6 Subaward Budget Period Start and End Date: **July 1, 2022 to December 31, 2024.** (Must be within the Period of Performance.)
 - 5.2.7 Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: **Same as the amount listed in section 5.1.**
 - 5.2.8 Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: **\$973,325.00.** (As applicable, include grant funding received from the Commission under the federal 911 grant program).
 - 5.2.9 Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **CS-Coronavirus State Fiscal Recovery Fund.**
 - 5.2.10 Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: **U.S. Dept. of Treasury; Commission on State Emergency Communications, Kelli Merriweather kelim@csec.texas.gov.**
 - 5.2.11 Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement: **Information Not Available.**
 - 5.2.12 Identification of whether the award is for R&D: **No.**
 - 5.2.13 Indirect cost rate for the Subaward (including if the de minimis rate is charged) per 2 C.F.R. § 200.414): **\$0.**
- 5.3 If Subrecipient information in §§ 5.1 – 5.2 changes, to the extent required, Subrecipient will submit a Grant Application amendment (Section 6) to the Commission for consideration and approval. Otherwise, Subrecipient will within ten (10) business days update and notify the Commission of the changes in writing and specifically reference Section 5: Subaward. Once approved or confirmed by the Commission, any changes by Subrecipient to the information in Section 5 is incorporated herein by reference and without re-executing the Contract.

SECTION 6: GRANT APPLICATION

- 6.1 Subrecipient's approved Grant Application contains the specifics of Subrecipient's NG9-1-1 Grant Project including Project Plan broken out by subprojects, allocation of Subrecipient's grant award across the eligible cost categories by subproject—the Budget Plan; and Subrecipient's Federal Uniform Guidance Procurement Standards Compliance Worksheets—the Compliance Worksheet(s) for each subproject involving an existing contract or future procurement funded in whole or in part with CSFRF funds.

- 6.2 Subrecipient's NG9-1-1 Grant Project has integrated telecommunications services involved in the implementation and delivery of Next Generation 9-1-1 Service. "Integrated telecommunications services" means "one or more elements of the provision of multiple 911 systems' or PSAPs' infrastructure, equipment, or utilities, such as voice, data, image, graphics, and video network, customer premises equipment (such as consoles, hardware, or software), or other utilities, which make common use of all or part of the same transmission facilities, switches, signaling, or control devices (e.g., database, cybersecurity)."
- 6.3 Subrecipient's hardware, software, and services included in its NG9-1-1 Grant Project substantially comply with current NG911 standards. Subrecipient's purchase of hardware, software, and/or services comply with current NG911 standards listed in the Department of Homeland Security's SAFECOM guidance.⁵ Each individual product, however, need not meet every listed standard. Individual products only need to meet the relevant standard(s) within the list of standards in the Department of Homeland Security's SAFECOM Guidance.
- 6.4 Subrecipient is obligated to keep its Grant Application current. Proposed changes to Subrecipient's grant application, specifically its Project Plan, Budget Plan, and Compliance Worksheet(s), must be submitted to the Commission as a Grant Application Amendment and voted upon by the Commission at an open meeting. Subrecipient is precluded from taking any action to implement the changes proposed in a Grant Application Amendment until approved by the Commission.
- 6.5 Subrecipient's failure to submit a Grant Application Amendment or implementing non-approved changes to its Grant Application constitute material changes to the Contract and may result in termination of the Contract or other action by the Commission including requiring a Subrecipient Corrective Action Plan. A material change by Subrecipient relieves the Commission of any obligation to perform with respect to the material change but does not void the Contract.
- 6.6 The Commission meets in open meeting every other month starting in September. Information about upcoming Commission meetings can be found on the Commission's website at: [CSEC Home](#).

SECTION 7: PROCUREMENTS

Subrecipient's Uniform Guidance – Procurement Standards Compliance Worksheet(s), included in Subrecipient's Grant Application, describe in detail the procurements associated with Subrecipient's NG9-1-1 Grant Project on a subproject-by-subproject basis. Subrecipient must submit a Grant Application amendment (Section 6) to obtain Commission approval of any changes to Subrecipient's Grant Application, including to its Compliance Worksheet(s).

- 7.1 Per the White House Office of Management and Budget's [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) (the "Compliance Supplement" as revised):

Procurement Recipients may use award funds to enter into contracts to procure goods and services necessary to implement one or more of the eligible purposes outlined in sections 602(c) and 603(c) of the Act and Treasury's Interim Final Rule and Final Rule. As such, recipients are expected to have procurement policies and procedures in place that comply with the procurement standards outlined in the Uniform Guidance. Specifically, a state must follow the

⁵ 47 U.S.C. 942(a)(1). See also Department of Homeland Security's Cybersecurity & Infrastructure Security Agency, *SAFECOM Guidance on Emergency Communications Grants*, at Appendix B – Technology and Equipment Standards, 911 Systems (Fiscal Year 2021, as amended), available at https://www.cisa.gov/sites/default/files/publications/FY%202021%20SAFECOM%20Guidance_Final_508.pdf.

same policies and procedures it uses for procurements from its non-federal funds and comply with 2 CFR sections 200.321, 200.322, and 200.323. States must also ensure that every contract includes the applicable contract clauses required by 2 CFR section 200.327. All other entities under the program, including subrecipients of a state, must follow the procurement standards in 2 CFR sections 200.318 through 200.327, including ensuring that the procurement method used for the contracts are appropriate based on the dollar amount and conditions specified in 2 CFR section 200.320.⁶

- 7.2 General Procurement Standards. Federal general procurement standards require, in part, that all procurement transactions must be conducted in a manner providing full and open competition. The preceding requirement is not applicable to procurements that are eligible to be done under federal “simplified acquisition procedures,” which refers to acquisitions of Subrecipient must have and use its own documented procurement procedures which reflect applicable state and/or local laws and regulations. Federal procurement standards require, however, that Subrecipient’s procurement procedures must conform to applicable federal law, including [2 C.F.R. Part 200](#), specifically including 2 C.F.R. §§ 200.318 – 200.327.⁷
- 7.3 Pre-Contract Effective Date Costs. To be considered an eligible cost incurred prior to the Contract Effective Date, the cost must be for an authorized Period of Performance pre-award cost defined in [2 C.F.R. § 200.458](#) to the extent such costs would have been allowable if incurred after the Contract Effective Date. Notwithstanding the preceding, only costs for which the obligation to pay (*i.e.*, receipt of the goods or services) arises during the Period of Performance are eligible for reimbursement.
- 7.4 Competitive Procurements. Per Federal regulations, Subrecipient is a “local government” and a “non-Federal entity.” Accordingly, and per 2 C.F.R. § 200.318, Subrecipient “**must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in [200.318 – 200.327].**” (Emphasis added.) Federal regulation [2 C.F.R. §](#)

⁶ *Compliance Supplement* at pg. 4-21.027-6 (emphasis added).

⁷ Procurement Standards (§§ 200.318 - 200.327):

§ 200.318	General procurement standards. • Note: Notwithstanding local procurement requirements, Subrecipient procurements must “conform to applicable Federal law and the standards identified in this part.”
§ 200.319	Competition.
§ 200.320	Methods of procurement to be followed.
§ 200.321	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
§ 200.322	Domestic preferences for procurements.
§ 200.323	Procurement of recovered materials.
§ 200.324	Contract cost and price.
§ 200.325	Federal awarding agency or pass-through entity review.
§ 200.326	Bonding requirements.
§ 200.327	Contract provisions. See Appendix II to Part 200.

[200.317](#) provides in relevant part: “All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in [§§ 200.318](#) through [200.327](#).”

- 7.5 Subrecipient’s compliance with federal Procurement Standards is documented in Subrecipient’s Grant Application.
- 7.6 Micro Purchase Procedures. Per [2 C.F.R. § 200.320\(a\)\(1\)](#), the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold of \$10,000 may be awarded without soliciting competitive price or rate quotations if the Subrecipient considers the price to be reasonable based on research, experience, purchase history or other information and documents its files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved in advance by the Commission. To the maximum extent practicable, Subrecipient should distribute micro-purchases equitably among qualified suppliers.
- 7.7 Small Purchase Procedures. The federal regulations allow the use of “small purchase procedures” for purchases that do not cost more than the “Simplified Acquisition Threshold,” currently \$250,000. Per regulation [2 C.F.R. § 200.320\(b\)](#):

Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, [supplies](#), or other [property](#) that do not cost more than the [Simplified Acquisition Threshold](#). **If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.**

- 7.8 Single/Sole Source Procurements. In the event Subrecipient’s Compliance Worksheet(s) includes single/sole source purchase(s), or after soliciting a number of sources determines competition is inadequate, Special Documentation Requirements are applicable. (For purposes of the Contract, “single source”, also referred to as sole source, means a contract for or a purchase of goods or services that is entered into or made by Subrecipient after soliciting and negotiating with only one source.) (**NOTE:** A preference for a particular “brand,” including when the brand [or current vendor provided services] is what the Subrecipient currently utilizes, does not constitute justification for single/sole source procurement.

7.8.1 Single/Sole Source Procurement Special Documentation Requirements. To the extent Subrecipient’s approved Grant Application includes single/sole source procurement(s), Subrecipient must comply with [48 C.F.R. § 13.501](#) Special documentation requirements.

- 7.9 Cooperative Purchase Programs/Procurements. Compliance with federal procurement standards remains Subrecipient’s responsibility including when procuring through a cooperative purchase program. A cooperative purchase/procurement refers to a procurement in which an entity other than the Subrecipient conducted the competitive procurement that resulted in the awarded vendor’s, or vendors’, products and/or services being included in the procuring entity’s catalogue or equivalent thereof. For more information on utilizing a cooperative purchase program, see Subrecipient’s Grant Application, including Uniform Guidance – Procurement Standards Compliance Worksheet(s).

SECTION 8: GENERAL TERMS AND CONDITIONS

- 8.1 The Commission is the applicant for the CSFRF funded NG9-1-1 Fund via the OOG’s eGrants portal. Except as otherwise expressly provided, for all purposes of this Contract and the NG9-1-1 Fund, the Commission has delegated its authority to its Executive Director.

- 8.2 It is the specific intent of this Contract to extend to Subrecipient the rights, benefits, and obligations of state, local, and federal requirements related to the CSFRF, including those of the OOG in Coronavirus State Fiscal Recovery Fund Terms and Conditions incorporated herein and made applicable to Subrecipient for all purposes (Attachment 1).
- 8.3 Per the Final Rule, the requirements of [2 C.F.R. Subtitle A, Chapter II, Part 200](#), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including Post Federal Award Requirements ([2 C.F.R. Subpart D](#))⁸ and applicable Cost Principles ([2 C.F.R. Subpart E](#)) govern the implementation and management of Subrecipient's Subaward.
- 8.4 The Commission and Subrecipient are each a "non-Federal entity," defined in [2 C.F.R. § 200.1](#) as a State, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.
- 8.5 For purposes of this Contract, the Commission is a "pass-through" entity as defined in [2 C.F.R. § 200.1](#).
- 8.6 Subrecipient is a "local government" as defined in [2 C.F.R. § 200.1](#).
- 8.7 Subrecipient is a "subrecipient" as defined in [2 C.F.R. § 200.1](#) and as determined and classified by the Commission per [2 C.F.R. § 200.331](#). Subrecipient is not a "contractor" as determined and classified by the Commission per 2 C.F.R. § 200.331.
- 8.8 By this Contract, the Commission makes a "Subaward" as defined in [2 C.F.R. § 200.1](#) to Subrecipient. This Contract constitutes the Subaward legal agreement referenced in the preceding federal regulation.
- 8.9 In addition to any specific contract management and oversight duties and responsibilities specified in this Contract, the Commission shall have the right to exercise grant administration over Subrecipient's NG9-1-1 Grant Project. The Commission may delegate all or part of its contract management and grant administration responsibilities to a third party and/or Commission contract staff.
- 8.10 For all procured "equipment," as defined in [2 C.F.R. § 200.33](#), Subrecipient will take title to, use, manage, and dispose thereof in accordance with [2 C.F.R. § 200.313](#), including sufficient equipment management procedures and property records in compliance with 2 C.F.R. § 200.313(d).
- 8.11 Dispute Resolution. The Parties' representatives will meet as needed to implement the terms of this Contract and will make a good faith attempt to informally resolve any disputes. Notwithstanding any other provision of this Contract to the contrary, unless otherwise requested or approved in writing by the Commission, the Subrecipient grantee shall continue performance and is not excused from performance during the period any breach of Contract claim or contract dispute is pending. The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the Commission and Subrecipient to attempt to resolve any claim for breach of contract made by the Subrecipient that cannot be resolved in the ordinary course of business. The dispute resolution process is not applicable to Grant Application Amendments or Reimbursement Disputes.
- 8.12 Waiver of Authority. It is the general intent of the Commission not to waive any of the provisions in this Contract. Under extraordinary circumstances, however, the Commission's Executive Director may at her sole discretion and upon her own initiative or when requested by

⁸ Procurement standards applicable to Subrecipient are in [2 C.F.R. §§ 200.318 – 200.327](#).

Subrecipient, may waive a provision in this Contract that is discretionary and not mandated by ARPA, other applicable law including the Uniform Guidance, or applicable ARPA regulations including the Final Rule. Any request by Subrecipient for a waiver must set forth the extraordinary circumstances for the request.

- 8.13 The Commission is not liable to Subrecipient or any third-party for any costs incurred by Subrecipient. The Commission's sole financial responsibility is to fund, on a reimbursement basis only, Subrecipient's Subaward to the extent of its eligible uses/costs incurred during and for goods and services received during the Period of Performance.
- 8.14 The Texas Grant Management Standards ("[TxGMS](#)") applies to the Contract and is incorporated herein by reference.

SECTION 9: ELIGIBLE USES AND ELIGIBLE COSTS

- 9.1 Eligible Uses. Per ARPA, the Final Rule, and the OOG's terms and conditions of the Commission's Award, the Subaward may only be used to reimburse Subrecipient for the providing of government services to the extent of the reduction in revenue experienced by the State of Texas due to the pandemic. Per the Final Rule, government services includes "the provision of police, fire, and other public safety services." For purposes of the Subaward and Contract, government services public safety refers specifically to, and is limited to, the deployment and reliable operation of Next Generation 9-1-1 Service, including equipment and administration costs.
- 9.2 Eligible Costs. The following categories of NG9-1-1 Fund eligible costs are from the Federal Communications Commission's (FCC) Task Force on Optimal Public Safety Answering Point (TFOPA) Working Group 2 Supplemental Report:
 - 9.2.1 Network (NG9-1-1 ESInet): Internet Protocol-based, digital networking is the backbone required to support NG9-1-1 service. Also known as an NG9-1-1 Emergency Services Internet Protocol Network. NG9-1-1 ESInet connects next generation core services (NGCS, see below) to the more than 500 public safety answering points (PSAPs) in Texas's 254 counties.
 - 9.2.2 9-1-1 Call Routing & Location: May be provisioned within or separately from NGCS (see below); varies by NG9-1-1 solution provider. Includes Software, GIS databases, IP switches, and services required to route 9-1-1 calls to the correct PSAP for assistance and dispatch of emergency response.
 - 9.2.3 Geographic Information System (GIS): Mapping data is required to validate a caller's location and route the call to the correct PSAP. Displays location of caller on dispatch map; provides X, Y and Z location coordinates to guide emergency response.
 - 9.2.4 Next Generation 9-1-1 Core Services (NGCS): The base set of services needed to receive and process a 9-1-1 call on an ESInet. Receives call from originating service provider; processes data received with call and data provisioned into the system (GIS/call routing); determines and routes call to correct PSAP with embedded location information that can be displayed on a map at the PSAP for dispatch of emergency response.
 - 9.2.5 PSAP 9-1-1 Call Handling Systems and Applications: Call handling equipment hardware and/or software that simultaneously receives voice calls and related location data from NGCS at the PSAP and displays the caller's location and other data on a map along with other contextual data that informs dispatch such as the available first responder agencies for each particular location, i.e., Fire, Law, EMS. Mission critical hardware and software requires planned maintenance and upgrades, and

reconfiguration for text to 9-1-1. May also include computer aided dispatch equipment and site electrical work.

- 9.2.6 Security: NG9-1-1 is a connected IP-based system. Dedicated resources are required to implement, maintain and monitor the security of the NG9-1-1 system to protect critical infrastructure and sensitive data. Costs include administration and governance of security policies; services to maintain and monitor NG9-1-1 systems; and services to conduct cybersecurity assessments and remediate/mitigate risks on a planned and continual basis.
 - 9.2.7 Operations: 9-1-1 Entities require staffing to support IT and IP-based systems and may include engineering and specially trained subject matter experts; and administration and/or grant management expertise for financial oversight and reporting.
 - 9.2.8 Operational Planning: Local, regional, and statewide planning required to design and implement the new NG9-1-1 services across the state by 2025; and to ensure that the systems are interconnected, interoperable, and can support alternate call routing, answering, and dispatch in cases of natural or manmade disasters.
 - 9.2.9 Other: E.g., emergency call tracking system (ECaTS); travel.
- 9.3 Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission's Federal Grant Manager.
- 9.3.1 Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient's costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient's personnel expenses are accurate, allowable, and properly allocated.
 - 9.3.2 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
 - 9.3.3 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)
- 9.4 Pre-Subaward Costs. Subrecipient warrants and represents that for any existing contract or procurement begun prior to the Contract Effective Date and/or the start of the Period of Performance that the procurement was conducted in accordance with the Contract and the Grant Application (Section 5), including federal regulations. **IMPORTANT NOTE**: Reimbursable costs are limited to those costs for goods and services received during the Period of Performance and included in Subrecipient's Grant Application.
- 9.5 Consistent Treatment. All Subrecipient costs incurred for the same purpose must be treated consistently by Subrecipient in like circumstances.

SECTION 10: INELIGIBLE COSTS

Ineligible costs include those costs that are unallowable under federal cost principles in [2 C.F.R. Part 200, Subpart E](#) and costs not identified in Subrecipient's Grant Application.

SECTION 11: COST PRINCIPLES

- 11.1 Subrecipient is responsible for the efficient and effective administration of the Subaward through the application of sound management practices. Subrecipient assumes responsibility for administering the Subaward in a manner consistent with this Contract, including applicable federal laws and regulations. Subrecipient will only be reimbursed for costs for eligible uses consistent with the federal cost principles in [2 C.F.R. Part 200, Subpart E](#). For selected items of cost see 2 C.F.R. §§ 200.420 – 200.476.
- 11.2 In recognition of its unique combination of staff, facilities, and experience, Subrecipient has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Subaward. The application of federal cost principles should require no significant changes in the internal accounting policies and practices of Subrecipient. Subrecipient's accounting practices, however, must be consistent with federal cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Subaward.
- 11.3 Unallowable Costs. Per [2 C.F.R. § 200.410](#), reimbursements to Subrecipient for costs determined to be unallowable by the federal awarding agency (*i.e.*, Treasury), the OOG, auditors, or the Commission's Executive Director must be refunded (including interest) to the Commission in accordance with [instructions](#) from the entity that determined the costs are unallowable. See also [§§ 200.300](#) through [200.309](#).
- 11.4 Program Income. Subrecipient's Subaward should not generate "program income" as defined [2 C.F.R. § 200.80](#) because funding of the Subaward is on a reimbursement basis. Notwithstanding, in the event Subrecipient generates program income, per [2 C.F.R. § 200.307\(e\)](#), such income must be deducted from total eligible costs for eligible uses to determine the net allowable costs. With the prior approval of the Commission, program income may be deemed "addition" income and added to the mount of Subrecipient's Subaward. Notwithstanding anything in this subsection, Subrecipient's Subaward will be funded entirely on a reimbursement basis. Subrecipient may not earn or keep any gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of its Subaward, *i.e.*, program income, without the prior approval of the Commission.

SECTION 12: COST SHARING/MATCH

The CSFRF, including Final Rule, does not require cost sharing, also known as matching. In accordance with [2 C.F.R. § 200.1](#), cost sharing/match means the portion of project costs not paid (reimbursed) by Federal Funds or contributions.

SECTION 13: FUNDING OF SUBAWARD AND FINANCIAL MANAGEMENT

- 13.1 Funding of Subaward. The Commission's funding of Subrecipient's Subaward will be done no more than once a month during the Contract Term. The Commission's funding of the Subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient's continuous compliance (Section 18); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) Subrecipient has paid the total cost of the goods and services for which it is seeking reimbursement. (See Section 14: Request for Reimbursement for details.)

- 13.2 Financial Management. Subrecipient will manage its Subaward in accordance with the requirements in [2 C.F.R. § 200.302](#) Financial Management.

SECTION 14: REQUEST FOR REIMBURSEMENT

- 14.1 Request for Reimbursement. To request reimbursement, Subrecipient must complete the Commission's Request for Reimbursement (Attachment 2), attach the appropriated supporting documentation, and be sent to the Commission's Federal Grant Manager. The Commission may change the request for reimbursement format as deemed appropriate, and Subrecipient will implement such changes as soon as reasonably practicable. Without limiting the foregoing, Subrecipient agrees to provide the Commission with additional supporting documentation and other information as requested by the Commission Federal Grant Manager to verify the accuracy of the request and compliance with the Contract.

14.2 Administrative Costs.

- 14.2.1 Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.

- 14.2.2 Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E"). (See Section 14.)

- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation (Attachment 3) for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
- For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient's NG9-1-1 Grant Project is less than 100% during the Period of Performance.
- For internal personnel whose T&E is 100% dedicated to Subrecipient's NG9-1-1 Grant Project during the Period of Performance, each such personnel's job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation (Attachment 3) must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission's Federal Grant Manager.
- T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.

- 14.3 Reimbursements to Subrecipient. Upon review and acceptance of Subrecipient's Request for Reimbursement, the Commission will reimburse Subrecipient the requested amount. Notwithstanding the preceding sentence, total reimbursement by the Commission is limited to the not-to-exceed amount of the Subaward, on a Subproject-by-Subproject basis, and is contingent upon at a minimum Subrecipient sufficiently demonstrating that: 1. the charges for which it seeks reimbursement have been previously paid by the Subrecipient; 2. the charges are for eligible uses/costs.

- 14.4 Limitation on Reimbursement (Funding of Subaward). Notwithstanding anything to the contrary in the Contract or federal regulations including, but not limited to, [2 C.F.R. Subpart E - Cost Principles](#)—specifically, General Provisions for Selected Items of Cost (§§ 200.420 - 200.476), Subrecipient reimbursement is limited to reimbursing Subrecipient the actual eligible costs of the goods and services of each Subproject comprising the Subrecipient’s NG9-1-1 Grant Project. Reimbursement is contingent upon Subrecipient sufficiently documenting that it has paid the eligible costs for which it seeks reimbursement.
- 14.5 Refunds and Deductions. If the Commission or OOG determine that Subrecipient has been overpaid any grant funds under the Contract, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the Subrecipient must return to the Commission the amount identified as an overpayment. Subrecipient must refund any overpayment to the Commission within thirty (30) calendar days of the receipt of the notice of the overpayment from the Commission unless an alternate payment plan is specified by the Commission.
- 14.6 Return of Subaward. In the event the Commission or the OOG determine that a reimbursement was made to Subrecipient in violation of the Contract (*e.g.*, all or a portion of a reimbursement was made for costs deemed for ineligible uses), Subrecipient will return to the Commission that portion of the Subaward deemed in violation of the Contract.
- 14.7 Recapture of Funds. Notwithstanding the OOG’s discretionary right to terminate for convenience its Grant Agreement with the Commission, the Commission and OOG each have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by the Commission: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.
- 14.8 Right to Withhold, Offset, Adjust. With respect to any amounts by which the Commission has overpaid or should not have paid the Subrecipient (*e.g.*, reimbursed Subrecipient for what was subsequently determined to be non-eligible costs), including as a result of an audit, the Commission may withhold, offset, and/or adjust future reimbursements by the amount of the overpayment. Additionally, to the extent necessary, the Commission may withhold, offset, and/or adjust Subrecipient’s wireless/prepaid wireless service fee monthly distribution amounts by the amount of the overpayment. No failure by the Commission to identify non-eligible costs prior to reimbursement of the requested amount shall limit or waive any of the Commission’s rights or remedies with respect to such reimbursement, including the right to withhold, offset, or adjust future reimbursements.
- 14.9 **Reduction in Grant Award for Failure to Request Reimbursement.** A primary purpose of the Commission is to ensure all appropriated CSFRF funds are timely expended within the Period of Performance. Subrecipient has an affirmative obligation to timely notify the Commission and submit a Grant Application Amendment (Section 6) of any changes impacting Subrecipient’s ability to timely expend its Subaward during the Period of Performance, including for example vendor delay in delivering goods or providing services.
- 14.9.1 **90-Day No Reimbursement Requests.** In the event Subrecipient has not submitted a Request for Reimbursement for any 90-day period following its first Request for Reimbursement, or timely met reporting obligations, the Commission will contact the Subrecipient. Consistent with the OOG’s terms and conditions applicable to the Commission’s Award, if sufficient progress is not made by Subrecipient towards timely completing its NG9-1-1 Grant Project, including Subprojects, and meeting reporting obligations, the Commission may take unilateral actions as necessary including consideration at a Commission open meeting of a Subrecipient Grant Application

Amendment submitted by the Commission's Executive Director and up to Subaward termination.

14.10 Reimbursement Disputes. In the event the Subrecipient disputes a reimbursement, including denial in part or in total of a Request for Reimbursement, Subrecipient must submit a written request for redetermination to the Commission's Federal Grant Manager. The Commission's Executive Director will decide all reimbursement disputes, including requests for reimbursement denied in part or in total as being for non-eligible costs. The Executive Director's decision is appealable to the Commission for consideration at an open meeting.

14.11 Indemnification.

TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, REGENTS, 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 SUBRECIPIENTS OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PROCUREMENTS AND PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES, INCLUDING THE COMMISSION, ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE COMMISSION AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

14.12 Waiver of Rights. Subrecipient agrees that no provision of the Contract is in any way intended to constitute a waiver by the Commission or the OOG as agencies of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that the Commission, the OOG, or the State of Texas may have by operation of law.

14.13 Limitation of Commission Liability to Subrecipient. The Commission's sole liability to Subrecipient under the Contract is limited to reimbursing Subrecipient up to the not-to-exceed amount of the Subaward in accordance with this Contract.

SECTION 15: REPORTING AND ANNUAL CERTIFICATION

15.1 Quarterly Financial and Completion Progress Reports. Per [2 C.F.R. § 200.328](#), Subrecipient will submit a quarterly financial and completion progress report to the Commission within 30 days following the end of each calendar year quarter starting with calendar year 2023.* (See Attachment 4.) *Notwithstanding the preceding, Subrecipient must submit a quarterly financial and completion progress report within 30 days of completion of each Subproject.

15.2 Annual Performance Reports. Per [2 C.F.R. § 200.328](#), Subrecipient will submit an Annual Performance Report to the Commission within 15 days from March 31st of each calendar year that federal grant funds are available. (See Attachment 5.)

15.3 Closeout Reporting. See Section 19. Closeout.

SECTION 16: RISK ASSESSMENT, MONITORING, NOTIFICATION OF PROBLEMS, AND CORRECTIVE ACTION PLAN

16.1 Risk Assessment (Attachment 6). The Commission, through its Executive Director and staff, evaluated Subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the Contract to determine the appropriate level of monitoring of Subrecipient. Consideration was given to various factors including the following:

- (1) Subrecipient's prior experience with the same or similar Subawards;
- (2) The results of previous audits including whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar Subaward has been audited;
- (3) Whether the Subrecipient has new personnel or new or substantially changed systems; and
- (4) The extent and results of Federal awarding agency monitoring (*e.g.*, if the Subrecipient also receives Federal awards directly from a Federal awarding agency).

16.2 Monitoring. It is the responsibility and obligation of the Commission to monitor Subrecipient's activities as necessary to ensure that the NG9-1-1 Grant Project and corresponding Subaward of federal grant funds are used for eligible uses and authorized purposes in compliance with Federal statutes, regulations, and the Contract; and that Subrecipient's NG9-1-1 Grant Project and Subproject timelines are achieved. Monitoring includes the following:

- 16.2.1 Reviewing financial and performance reports required by the Contract.
- 16.2.2 Following-up and ensuring that Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward detected through Subrecipient's Notification of Problems, reporting, audits, on-site reviews, and other means.
- 16.2.3 Issuing a [management decision](#) or [audit finding](#) pertaining to the Subaward as required by [2 C.F.R. § 200.521](#).

16.3 Monitoring Tools. Depending upon the Commission's assessment of, or change in, risk posed by the Subrecipient, the Commission may utilize the following monitoring tools to ensure proper accountability and compliance with the Contract, the NG9-1-1 Grant Project, and achievement of performance goals:

- 16.3.1 Require and/or provide Subrecipient with training and technical assistance;
- 16.3.2 Perform on-site reviews; and
- 16.3.3 Arrange for agreed-upon-procedures engagements as described in [2 C.F.R. § 200.425](#).

16.4 Notification of Problems. Subrecipient shall provide to the Commission written notice of any acts or omissions (whether by the Subrecipient or a Subrecipient contractor vendor or other service provider, or any third party), any failure to perform any of each such party's obligations that may affect or delay Subrecipient's timely performance of Subrecipient's obligations under the Contract. Subrecipient shall provide such written notice within ten (10) business days after Subrecipient first knew or should have known of such acts, omissions, or failures or other events. Such written notice shall describe in reasonable detail such acts, omissions, failures or other events and the manner in which the foregoing may affect Subrecipient's performance.

Subrecipient's notification of problems may result in the Commission requesting a corrective action plan from Subrecipient.

- 16.5 Corrective Action Plan. In the event the Commission's Executive Director determines, at her sole discretion or as a result of receiving a Notification of Problems, that the NG9-1-1 Grant Project will not meet project objectives, including timely completion thereof, the Executive Director may require Subrecipient to develop a Corrective Action Plan. The Commission will provide written notice to Subrecipient of such a determination and identify the deficiencies or lack of alignment with the Contract that require formal documentation. Upon receipt of the Commission's notice, the Subrecipient will develop and provide a written corrective action plan detailing the actions it will take to address the deficiencies or lack of alignment identified in the Commission's notice. A corrective action plan is incorporated into the Contract without further action by the Parties. The Commission will utilize the Subrecipient's corrective action plan to track and verify that the deficiencies or lack of alignment with the Contract are addressed by Subrecipient and provide periodic updates on the status of corrective action plan until such has been fully implemented and the issues addressed.

16.5.1 Audit – Corrective Action Plan. Subrecipient understands and agrees that Subrecipient must make every effort to address and resolve all outstanding issues, findings, or actions identified by an audit through a corrective action plan. Failure to promptly and adequately address audit findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. Subrecipient agrees to complete any corrective action approved by the Commission's Executive Director in the Subrecipient's corrective action plan within the time period specified by the Executive Director and to the satisfaction of the Commission, at the sole cost of the Subrecipient.

16.5.2 Status Reports – Corrective Action Plan. Subrecipient must provide to the Commission Grant Manager periodic status reports regarding the Subrecipient corrective action plan, or other compliance activity for which the Subrecipient is responsible.

SECTION 17: RECORD RETENTION AND ACCESS

Subrecipient agrees to retain records pertinent to its Subaward and provide the Commission, the Agencies, and/or their auditors with access to such records in accordance with [2 C.F.R. §§ 200.334 - 200.338](#). Specifically included, but without limitation, is Subrecipient's obligation to retain and provide access to all records pertaining to any procurement, financial, and audit records.

SECTION 18: SUBRECIPIENT COMPLIANCE

- 18.1 Subrecipient agrees that a continuous condition for being and remaining eligible as a grant subrecipient and being reimbursed for eligible costs is Subrecipient's continuous compliance with the terms of this Contract, ARPA, Treasury regulations ([31 C.F.R. Subtitle A, Part 35, Subpart A](#), the [Final Rule](#)), and the Uniform Guidance ([2 C.F.R. Subtitle A, Chapter II, Part 200](#)).
- 18.2 In the event the Commission, acting through and as determined by its Executive Director, determines that Subrecipient is not in compliance with the preceding paragraph, or the OOG or cognizant federal agency (e.g., Treasury) determine that Texas and/or the Commission are not in compliance and such non-compliance is determined by the Commission's Executive Director to be the result of Subrecipient's non-compliance with the preceding paragraph, the Commission's Executive Director may, in accordance with [2 C.F.R. § 200.339](#) (Remedies for Non-Compliance) and [2 C.F.R. § 200.208](#) (Specific Conditions) determine and impose additional conditions and/or specific conditions respectively or, in the event the Commission's Executive Director determines

in writing that non-compliance cannot be remedied by imposing additional or specific conditions, take one or more of the actions authorized in 2 C.F.R. § 200.339.

- 18.3 Per [2 C.F.R. § 200.300](#), Subrecipient, as a non-Federal entity, is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at [2 CFR parts 25](#) and [170](#). See also statutory requirements for whistleblower protections at [10 U.S.C. 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. 2324](#), [41 U.S.C. 4304](#) and [4310](#).
- 18.4 By this Contract, Subrecipient assumes responsibility and accountability for conducting NG9-1-1 Grant Project activities, including Subprojects, and is held responsible for meeting federal, state, and local requirements and standards in the areas of allocating, obligating, and expending grant funds; monitoring public safety answering point (PSAP), contractor, and subcontractor activity; financial management, internal controls, audit, and timely and accurate reporting; and complying with procurement and property management requirements.

SECTION 19: CLOSEOUT

- 19.1 Closeout. In accordance with [2 C.F.R. § 200.344](#), as modified herein, the Commission will close out Subrecipient's Subaward when it determines that all applicable administrative actions and all required work of the Subaward have been completed by Subrecipient.
- 19.2 Expiration of the right to incur costs. Subrecipient's right to incur costs or pay for costs for which it intends to seek reimbursement expires at the end of the Period of Performance. Subrecipient may not incur costs subject to CSFRF reimbursement if the obligation to pay the costs arises before or after the Period of Performance.
- 19.3 Liquidation Period. Within 60 days after the completion of the NG9-1-1 Grant Project and each Subproject, but in no event later than 60 days following the end of the Period of Performance, Subrecipient must submit:
- 19.3.1 Submit Request(s) for Reimbursement. The final request constitutes the final financial reconciliation for the Subaward.
 - 19.3.2 A final report to the Commission, following the procedures of 2 C.F.R. § 200.344(a).
 - 19.3.3 Disposition of unexpended balances. Any Subaward amount that remains unreimbursed after closeout shall cease to be available for reimbursement to the Subrecipient.

SECTION 20: AUDIT REQUIREMENTS

Subrecipient is a non-federal entity and subject to federal audit requirements per [2 C.F.R. Subpart F](#). The following is a general overview of audit requirements, including OOG's audit terms and conditions of the Commission's Award.

- 20.1 Federal Audit Requirements. Per Treasury's [Compliance and Reporting Guidance](#) a Subrecipient expending (or being reimbursed) \$750,000 or more in federal funds in a fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at [2 CFR Part 200, Subpart F - Audit Requirements](#). Note that the [Compliance Supplement \(2 CFR Part 200, Appendix XI - Apr. 2022\)](#) provides information on the existing, important compliance requirements that the federal government expects to be considered as a part of such audit. The Compliance Supplement is routinely updated, and is made available in the Federal Register and on OMB's website:

<https://www.whitehouse.gov/omb/office-federal-financial-management/>. Subrecipient should consult the Federal Audit Clearinghouse to see examples of Single Audit submissions.

- 20.2 Texas Single Audit Requirements. Subrecipients expending more than \$750,000 during its fiscal year in state awards must have either a Financial Audit or Program-specific Audit conducted for that year in accordance with [TxGMS](#). The Commission, as the state awarding agency, may also require an independent audit to be conducted based on factors other than monetary threshold. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards, or GAGAS. The audit must be completed and the data collection and reporting package described in [2 C.F.R. § 200.512](#) must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier. For additional audit information see [TxGMS](#)
- 20.2.1 Instead of a Financial Audit or Program-specific Audit, the Commission as the state awarding agency, at its discretion, may accept the single audit of the local government prepared in compliance with the Uniform Guidance if the Commission determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to the particular state award.
- 20.3 Cooperation with Monitoring, Audits, and Records Requirements. All records and expenditures are subject to, and Subrecipient agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), OOG, and the State Auditor's Office (SAO) or designee. Subrecipient must maintain under Generally Accepted Accounting Principles or Governmental Accounting Standards Board, adequate records that enable DOTIG, OOG, and SAO (or designee) to ensure proper accounting for all costs and performances related to Contract.
- 20.4 Requirement to Address Audit Findings. If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Contract, applicable laws, regulations, or the Subrecipient's obligations hereunder, the Subrecipient agrees to propose and submit to the Commission a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Subrecipient's receipt of the findings. The Subrecipient's corrective action plan is subject to the approval of the Commission's Executive Director (see Section 16.5).
- 20.5 Audit Exemption. In the event Subrecipient expends less than \$750,000 during its fiscal year in Federal awards it is exempt from the preceding Federal audit requirements for that year, except as noted in [2 C.F.R. § 200.503](#), but records must be available for review or audit by appropriate officials of the Agencies, the Commission, and the federal Government Accountability Office (GAO).
- 20.6 Management Decision. Per [2 C.F.R. § 200.521](#), the Commission and/or the Agencies are responsible for issuing a [management decision](#) for [audit findings](#) related to Subrecipient Subaward.

SECTION 21: FEDERAL CONTRACT PROVISIONS

- 21.1 Per [2 C.F.R. Appendix II to Part 200](#) "[i]n addition to other provisions required by the Federal agency or non-Federal entity [the Commission], all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following. These federal contract provisions are in addition to and/or supplement the Contract provisions (including required State and/or Local contract requirements). Additional and/or supplemental contract provisions below

are derived from the [Federal Emergency Management Agency's Contract Management Guide \(June 2021\)](#).⁹

21.2 By executing the Contract, Subrecipient certifies to its continuous compliance with the following Federal Contract Provisions in Section 21.3, including compliance by Subrecipient's Contractors. All contracts entered into by Subrecipient related to its NG9-1-1 Grant Project must include federal contract provisions (see Grant Application - Uniform Guidance Procurement Standards Compliance Worksheet). Failure by Subrecipient to include federal contract provisions in its agreements with Contractors constitutes noncompliance by Subrecipient. Execution of the Contract is not indicative that each provision below, including additional and/or supplemental provisions, is applicable to the Contract.

21.3 Federal Contract Provisions (Appendix II):

(A) **Contracts for More Than the Simplified Acquisition Threshold (\$250,000)**. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (A), when Commission expends federal funds, the Commission reserves all rights and privileges under applicable laws and regulations in the event of a breach of contract by either party.

(B) **Price Exceeds Micro Purchase Threshold (\$10,000)**. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Additional/Supplemental Provision: If not already addressed in the Contract, Subrecipient agrees as follows:

Pursuant to 2 C.F.R. Appendix II to Part 200 Federal Rule (B), when the Commission expends federal funds, Commission reserves the right to terminate the Contract upon written notice in the event of a breach or default of the Contract by Subrecipient including Subrecipient's failure to: (1) meet schedules, deadlines, and/or reporting dates within the time specified in the Contract (including Grant Application); (2) timely submit Requests for Reimbursement; (3) timely make payments owed to Contractors; or (4) otherwise perform in accordance with the Contract. The Commission also reserves the right to terminate the Contract, with written notice to Subrecipient, for convenience if the Commission believes in its sole discretion that it is in the best interest of the Commission to do so. Subrecipient will be reimbursed for eligible costs performed and accepted by Subrecipient as of the termination date if the Contract is terminated for convenience by the Commission.

(C) **Equal Employment Opportunity**. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" (appears at [30 FR 12319](#), [12935](#), [3 CFR Part, 1964-](#)

⁹ Additional and/or supplemental contract provisions are provided and applicable to the extent the Contract does not address or the included provision are deemed by an appropriate authority as insufficiently addressing the federal contract provision.

[1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending Executive Order 11246 Relating to Equal Employment Opportunity” (appears at 32 FR 14303, 3 CFR, 1966–1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971), and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (C), when the Commission expends federal funds, the equal opportunity clause required by [41 CFR 60-1.4\(b\)](#) is [incorporated by reference as permitted by 41 CFR 60 1.4\(d\)](#).

(D) **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. (See [29 C.F.R. § 5.2](#) for applicable definitions including “mechanic” and “laborer.”)

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (D), when the Commission expends federal funds for a prime construction contract in excess of \$2,000 the provisions at [29 C.F.R. § 5.5\(a\)\(1\)-\(10\)](#) are incorporated in full by reference into all applicable contracts, and all applicable Contractors must include these provisions in full in any subcontracts. Regarding Compliance with the Copeland “Anti-Kickback” Act, Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the agreement. Regarding subcontracts and the Copeland “Anti-Kickback” Act, Subrecipient shall ensure its Contractors or subcontractors insert in any contracts the clause above applicable to Subrecipient and such other clauses as Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(E) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (E), when the Commission expends federal funds for a contract in excess of \$100,000 involving the employment of mechanics or laborers Federal Rule (E) is incorporated by reference and the agreement is revised to include the following from [29 CFR § 5.5\(b\)\(1\)-\(4\)](#); for which Subrecipient is responsible for ensuring compliance by its Contractors.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of Subrecipient's NG9-1-1 Grant Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Commission or Subrecipient will upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by a Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

In addition to the preceding clauses from 29 CFR § 5.5(b)(1)-(4), and in accordance with [29 CFR § 5.5\(c\)](#), if the agreement is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by Subrecipient for inspection, copying, or transcription by authorized representatives of the Department of Treasury, the Commission, and the Department of Labor, and Subrecipient will permit such representatives to interview employees during working hours on the job.

(F) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Additional/Supplemental Provision: **NOT APPLICABLE.** Only applies to a “funding agreement” defined as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.” [37 CFR 401.2\(a\)](#).

(G) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (G), when the Commission expends federal funds for a contract in excess of \$150,000 Subrecipient agrees as follows:

Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury, and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to require inclusion of these requirements by its Contractor(s) in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

Federal Water Pollution Control Act: Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

Subrecipient agrees to report each violation to the Commission and understands and agrees that the Commission will, in turn, report each violation as required to assure notification to Treasury and the appropriate [Environmental Protection Agency Regional Office](#).

Subrecipient agrees to include these requirements in each of Subrecipient's contracts or other form of agreement exceeding \$150,000 financed in whole or in part with federal assistance provided by Treasury.

(H) **Debarment and Suspension (Executive Orders 12549 and 12689)** - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (appears at 3 CFR part 1986 Comp., p. 189) and 12689 (appears at 3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (H), Subrecipient certifies and agrees as follows:

Suspension and Debarment: The Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Subrecipient is required to verify that none of its Subrecipient's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the Commission. If it is later determined that Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Commission, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Prior to entering into contracts funded with award funds, Subrecipient must verify that such Contractors are not suspended, debarred, or otherwise excluded pursuant to [31 C.F.R. § 19.300](#).

(I) **Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))** – Subrecipient applying for a Subaward or has an existing agreement with a Contractor that Subrecipient intends to fund in whole or in part with federal funds exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (I), Subrecipient certifies and agrees as follows:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). In the event Subrecipient applied for an award, or has an existing contract with a Contractor, exceeding \$100,000 shall complete on company letterhead and file the required certification (Attachment 7). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

(J) **Per [2 C.F.R. § 200.323 Procurement of Recovered Materials](#)** -- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (J), Subrecipient agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(K) **Per [2 C.F.R. § 200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#)** -- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, **covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).**

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, **video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).**

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, **reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.**

- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [2 C.F.R. § 200.471](#).

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (K), Subrecipient agrees as follows:

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

- Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

- (1) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - i. *Are not used* as a substantial or essential component of any system;
and
 - ii. *Are not used* as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- (1) In the event Subrecipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or Subrecipient is notified of such by a Contractor or subcontractor at any tier or by any other source, Subrecipient shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) Subrecipient shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. Subrecipient shall insert the substance of this clause, including this paragraph (e), in all contracts, subcontracts, and other contractual instruments.

- (L) **Per [2 C.F.R. § 200.322 Domestic Preferences for Procurements](#)** – (a) As appropriate and to the extent consistent with law, the non-Federal entity does, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials by Subrecipient produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The preceding preference must be included by Subrecipient in any contracts, subcontracts or other agreements entered into as part of providing property and services to the non-Federal entity.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (L), Subrecipient agrees as follows:

Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- (M) **Per [2 C.F.R. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms](#)**.

Additional/Supplemental Provision: If not already addressed, Subrecipient agrees as follows:

Pursuant to Title 2 C.F.R. Appendix II to Part 200 Federal Rule (M), Subrecipient agrees as follows:

If a Subrecipient's Contractor subcontracts any portion of the delivery or providing of property and services to 9-1-1 Entity, Subrecipient must require Contractor to make good-faith, reasonable efforts to take the affirmative steps provided in 2 C.F.R. § 200.321(b)(1) – (5).

SECTION 22: CONTACT INFORMATION, CONTRACT MANAGERS, AND NOTICES

22.1 Contact Information for the Commission's Awarding Official. The Commission's Awarding Official is its Executive Director, whose contact information is:

Kelli Merriweather, Executive Director
Commission on State Emergency Communications
333 Guadalupe Street, Suite 2-212, Austin, Texas 78701
512-305-6911
Kelli.merriweather@csec.texas.gov

22.2 Federal Grant Managers. The Commission and Subrecipient shall each designate in writing an individual to serve as their respective Federal Grant Manager during the Contract Term. The Federal Grant Manager is the primary point of contact with respect to obligations under the Contract. Any change in designation of a Federal Grant Manager must be noticed in writing.

- Commission Federal Grant Manager:

Frank Rivera
Commission on State Emergency Communications
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701
512-305-6914
Frank.Rivera@csec.texas.gov

- Subrecipient Federal Grant Manager:

Savannah Martin
City of Garland Police Department
1891 Forest Lane Garland, TX 7504
972-205-1690
martinsav@garlandtx.gov

22.3 Notices. Any and all notices permitted or required to be given hereunder are deemed duly given (i) upon actual delivery, if delivery is by hand; (ii) upon receipt if sent via facsimile; or (iii) upon delivery into the United States mail if delivery is by postage paid registered or certified return receipt requested mail. E-mailed notices are not permitted. Each such notice must be sent to the respective Party at the address indicated below or to any other address as the respective Party may designate by notice delivered pursuant to this subsection.

If to the Commission:

Commission on State Emergency Communications
c/o Commission Federal Grant Manager
1801 N. Congress Ave., Suite 11.100, Austin, Texas 78701

If to Subrecipient:

Savannah Martin
City of Garland Police Department
1891 Forest Lane Garland, TX 7504
972-205-1690
martinsav@garlandtx.gov

With a copy to:

Office of the City Attorney
PO Box 469002
Garland, Texas 75046-9002
CityAttorney@GarlandTx.Gov

SECTION 23: UNIFORM STATE OF TEXAS ASSURANCES

As the duly authorized representative of Subrecipient, and pursuant to the OOG's terms and conditions of the Commission's Award, the Comptroller of Public Accounts [Procurement and Contract Management Guide](#), and [TxGMS](#) Appendix 6, Uniform Assurances by Local Governments, by executing the Contract Subrecipient certifies that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with

such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.

7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See TxGMS for additional guidance on contract provisions.)

8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Shall 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 and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, 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 the 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. §§290dd-3 and 290ee-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 this Grant.

10. Shall 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.

11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions 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.

12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall 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 (Clear Air) Implementation Plans under Section 176(c) of the Clear 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).
17. Shall 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.
18. Shall 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.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall 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 residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://sam.gov/content/entity-information>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.
27. Shall comply with applicable Uniform Assurances by Local Governments per Texas Government Code Section 783.005 and [TxGMS](#) Appendix 6.
28. Shall comply with and require of its vendors compliance with applicable Texas Required Contract Clauses in the Comptroller of Public Accounts [Procurement and Contract Management Guide](#) Appendix 24. Included therein is the Critical Infrastructure Affirmation pursuant to the [Lone Star Infrastructure Protection Act](#) adopted by the 87th Texas Legislature and effective on June 18, 2021. Per Texas Attorney General [Opinion No KP-0410](#) (June 6, 2022):

The Lone Star Infrastructure Protection Act prohibits contracts or other agreements with certain foreign-owned companies in certain circumstances in connection with critical infrastructure in this State. For the Act to apply, the agreement at issue must give a company direct or remote access to or control of critical infrastructure. [For example,] An agreement to provide standard utility services, by itself, does not grant an entity the ability to access critical infrastructure as contemplated by the Act. The extent to which any specific agreement grants direct or remote access to or control of critical infrastructure will depend in part on the terms of the contract at issue.

See also [Opinion No. KP-0388](#) (September 23, 2021).

SECTION 24: CONTRACT CONSTRUCTION

- 24.1 Construction of Contract. The provisions of this Section 24 are intended to be a general introduction to this Contract, and are not intended to expand the scope of the Parties' obligations hereunder or to alter the plain meaning of the terms and conditions of this Contract. However, to the extent the terms and conditions of this Contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be interpreted and construed in a manner that is intended to achieve the purposes of this Contract.
- 24.2 Incorporation by Reference. All attachments attached hereto are hereby incorporated by reference herein in their entirety for all purposes.
- 24.3 Table of Contents and Headings. The table of contents and headings (*i.e.*, section, subsection, paragraph, and subparagraph) used in this Contract are intended as a convenience and reference and are not intended to limit the scope of the Contract.
- 24.4 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 24.5 Entire Contract. This Contract contains the entire agreement between the Parties hereto and supersedes and amends all prior understandings, arrangements, and agreements with respect to the subject matter hereof, whether oral or written.
- 24.6 Amendments. Except as otherwise specifically provided herein, the Contract shall not be modified, amended, or in any way altered, except by an instrument in writing signed by authorized personnel of the Commission and Subrecipient.
- 24.7 Survival of Representations, Warranties, and Confidential Information. The terms and provisions contained in this Contract that by their sense and context are intended to survive the performance hereof by either or both Parties hereto shall so survive the Contract. The terms that specifically survive the Contract include, but are not limited to, terms relating to Audit Requirements, Return of Subaward, and Right to Withhold, Offset, Adjust.
- 24.8 Applicable Law and Venue. This Contract is made and entered into in the State of Texas and this Contract and all legal actions arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements. Except as otherwise stated herein or agreed to in writing by the Commission, Subrecipient agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this Contract, or the matters referred to therein, shall be commenced exclusively in the Travis County District Court or the United States District Court for the Western District of Texas, Austin Division, and hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent permitted by law, Subrecipient hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that (a) Subrecipient is not personally subject to the jurisdiction of the above-named courts; or (b) that the agreed venue of the action, suit, litigation or other proceeding is in an improper county, is brought in an inconvenient forum, or subjects Subrecipient to local prejudice.
- 24.9 Non-waiver. The failure of a Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time for which such failure shall continue, shall not be a waiver of that Party's right to demand strict compliance in the future. No waiver or consent shall be effective unless in writing and signed by the Party against whom such waiver or consent is asserted.
- 24.10 Partial Invalidity. If any term or provision of this Contract, or of any document incorporated herein by reference, shall be found to be illegal or unenforceable then, notwithstanding such illegality or unenforceability, this Contract, and each incorporated document, shall remain in full force and effect and such term or provision shall be deemed to be deleted.
- 24.11 Assignment of Contract. Subrecipient is precluded from assigning any portion of the Contract.
- 24.12 Covenant of Further Assurances. The Parties covenant and agree that, during the Contract Term and without any additional consideration, the Commission and the Subrecipient shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Contract and any amendment or modification hereto.

IN WITNESS WHEREOF, this Contract has been executed by the Parties to be effective as herein above provided.

Texas Commission on State Emergency Communications	Subrecipient: City of Garland
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<div><div></div><div>Kelli Merriweather Executive Director</div></div>	<div><div></div><div>Signature</div><div>Printed Name: Bryan Bradford Title: City Manager</div></div>
Date: <div></div>	Date: <div></div>

ATTACHMENT 1: OOG CSFRF TERMS AND CONDITIONS



CSFR%20Terms%20
and%20Conditions9

ATTACHMENT 2: REQUEST FOR REIMBURSEMENT

(Begins on next page.)

TEXAS 9-1-1 ENTITY SUBRECIPIENT

REQUEST FOR REIMBURSEMENT

Funding of Subrecipient's subaward will be done by the Commission on State Emergency Communications (Commission) no more than once a month. The Commission's funding of the subaward will be provided on a reimbursement only basis and is contingent upon: (1) Subrecipient's continuous compliance (Section 18: Subrecipient Compliance); (2) Subrecipient providing sufficient documentation detailing its incurred costs and that such costs were Eligible Costs; and (3) that it has paid the total cost of the goods and services for which it is seeking reimbursement thereof. No advance funding of the Subaward will be made by the Commission.

1. Subrecipient name (must match the name associated with its unique entity identifier):
_____.
2. Name and Title of Person with Knowledge and Authority to Submit the Request for Reimbursement (must match the name of the person signing the Request):
_____.
3. Subrecipient's unique entity identifier: _____.
4. Senate Bill 8 - Section 30: Next Generation 911 Fund (EC6.1 Revenue Replacement – Provision of Government Services).
5. Catalog of Federal Domestic Assistance (CFDA) Number and Name: 21.027 CS-Coronavirus State Fiscal Recover Fund.
6. Description of NG9-1-1 Grant Project/Subproject for which Reimbursement is Requested. (Description must include sufficient information to allow the Commission to determine that the Request for Reimbursement is for Eligible Costs as provided in Subrecipient's Contract with the Commission.):

7. Administrative Costs. To the extent applicable to Subrecipient and reflected in its Grant Application (Section 5), Eligible Uses in the preceding section includes Subrecipient internal direct costs and indirect costs. For additional information see Direct and Indirect (F&A) Costs [2 C.F.R. §§ 200.412 - 200.415](#) or contact the Commission's Federal Grant Manager.
 - Standards for Documentation of Personnel Expenses. To the extent Administrative Costs are included, Subrecipient's costs for salaries and wages must align with [2 C.F.R. § 200.430\(i\)](#) and be based on records that must (1) accurately reflect the work performed for which reimbursement is requested; and (2) be supported by a system of internal controls which provide reasonable assurance that charges for Subrecipient's personnel expenses are accurate, allowable, and properly allocated.
 - Indirect Costs. Reimbursable per Subrecipient's negotiated indirect cost rate agreement or de minimis ten percent (10%) authorized by ARPA and the Final Rule.
 - Internal Direct Costs. Reimbursable to the extent supported by adequate documentation of internal personnel (including contract staff/personnel) time and effort ("T&E") as follows:

- For internal personnel who did not document T&E from the start of the Period of Performance on November 8, 2021, through the Contract Effective Date, Subrecipient can complete an attestation for hours worked if percentage of time dedicated to Subrecipient NG9-1-1 Grant Project is less than 100%. For personnel dedicated 100% to NG9-1-1 Grant Project, see requirements below.
 - For internal personnel following the Contract Effective Date, a T&E worksheet for each such personnel must be completed and included in any request for reimbursement for personnel whose time spent on Subrecipient's NG9-1-1 Grant Project is less than 100% during the Period of Performance.
 - For internal personnel whose T&E is 100% dedicated to Subrecipient's NG9-1-1 Grant Project during the Period of Performance, each such personnel's job description and duties must reflect 100% commitment to NG9-1-1 Grant Project; and an attestation must be provided by Subrecipient for such personnel at the beginning of the Contract Effective Date and thereafter every six-months, or as requested by the Commission's Federal Grant Manager.
 - T&E worksheet and other documentation must include unique entity identifier, date covered by the worksheet, vendor name (for contract staff), amount, purpose.
8. Total Cost of NG9-1-1 Grant Project (or component/subproject) for which Reimbursement is Requested: \$ _____.
9. Total Amount Paid by Subrecipient (must equal the Total Cost amount in line 8):
\$ _____.
- a. Total Amount Paid by Subrecipient (If Direct Cost for Personnel is being requested, Line 9 and 9a must equal Total Cost amount in line 8) \$ _____.
10. List of Documents in Support of Request (documents must be attached to Request). Must include, at a minimum, paid invoices the total of which equals lines 8 and 9:
- a. _____
 - b. _____
 - c. _____
 - d. _____
 - e. _____
 - f. _____
 - g. _____

REQUEST FOR REIMBURSEMENT CERTIFICATION

To assure that Subrecipient's costs are proper and in accordance with the terms and conditions of the Contract, the Subaward, Subrecipient's approved Grant Application, approved project budgets, and in accordance with [2 C.F.R. § 200.415](#), an official with knowledge and authorization makes the following certification on behalf of Subrecipient:

By signing this Request for Reimbursement, I certify to the best of my knowledge and belief that the Request is true, complete, and accurate, and the costs for which reimbursement is requested are eligible costs for the purposes and objectives set forth in the terms and conditions of the CSEC-Subrecipient Contract and the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Signature:

Printed Name:

Title:

Date:

ATTACHMENT 3: TIME AND EFFORT ATTESTATION

Time and Effort reporting is a federally mandated process that confirms that the compensation charged to federal grant funded projects are reasonable and reflect the actual work performed.

Who must complete Time and Effort Certification Forms?

Employees and Contract Personnel if any portion of their compensation is direct charged to Subaward grant (*i.e.*, Subrecipient internal direct costs).

Employees/Contract Personnel must consider their level of effort committed to the Subaward and their ability to meet those commitments.

NOTE: Payroll Timesheets and time and effort attestation are not synonymous. Thus, time and effort attestation is documented on a separate form.

What is percent effort? Effort is measured as a percent of the employee's total employment obligation. Percent effort represents the portion of time an employee spends on each employment activity and is expressed as a percent of the employee's total activity, including non-grant funded activities. Total activity equals 100% effort and may not exceed 100%.

The percent effort is not based on a typical work week. Total Effort is 100% of time regardless of the number of hours worked (for example, a typical work week may be 30 hours for one individual and 45 hours for another).

If you have any questions, contact the Commission's Federal Grant Manager at 512-395-6914.

Time and Effort Attestation form begins on next page.

Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

Time and Effort Attestation

Employee Name and Title:

Reporting Period:

Total Hours Worked:

During the reporting period shown above, my responsibilities were divided between the following activities in the percentage shown.

Time and Activity Report								
Program Area (Activity)	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June
SB8 – CSFRF Subaward Grant 4549601								
Unrestricted Subrecipient Funds or Non-Grant Activity								
<i>Subtotal</i>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Certification ([2 C.F.R. § 200.415](#))

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Employee Signature

Date

Subrecipient NG9-1-1 Grant Project Director or
Supervising Administrator Signature and Title

Date

ATTACHMENT 4: QUARTERLY FINANCIAL AND COMPLETION PROGRESS REPORTS

(Begins on next page.)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

Quarterly Financial and Completion Progress Report

Date _____

Report Number and Period _____

Subrecipient Name: _____

Subrecipient Contact Person/Contact Information: _____

Subrecipient Unique Entity Identifier _____

NG9-1-1 Grant Project Name: _____

Recipient Name: Commission on State Emergency Communications

CSEC Contact Person: Frank Rivera frankr@csec.texas.gov

Grant Award Number: 4549601

CSEC Unique Entity Identifier: YGB4KL8NSHB9

Provide information on SB8 CSFRF funded NG9-1-1 Grant Project by Subproject. Subproject descriptions must describe the Subproject in sufficient detail to provide understanding of the major activities that will/have occurred. (Complete for each Subproject comprising the Subrecipient's NG9-1-1 Grant Project.)

Obligations and Expenditures: Subrecipient to provide detailed description on the project/subproject obligations and expenditures:

Subproject name:

Current period obligation:

Cumulative obligation:

Current period expenditure:

Cumulative expenditure:

Overview:

Subproject Status: Subrecipient to provide detailed description on subproject status each reporting period, in four categories (circle one) plus Overview:

Not Started:

Completed less than 50 percent:

Completed 50 percent or more:

Completed:

Overview:

Certification (2 C.F.R. § 200.415)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Subrecipient's Authorized Person

Printed Name, Title

Date

ATTACHMENT 5: ANNUAL PERFORMANCE REPORT

(Begins on next page.)

Senate Bill 8 - Coronavirus State Fiscal Recovery Fund

ANNUAL PERFORMANCE PROGRESS REPORT

Subrecipient Organization *(Name and complete address including zip code)*

Award Identification Number:

Performance Narrative

(Please describe your NG9-1-1 Grant Project activities and progress made during the past fiscal year. This should include a description of federal fund reimbursements to date (including the amount spent), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any delays or challenges. Explain the reasons why any established goals were not met, if applicable.)

Performance Metrics

(Please identify the metrics you have established to assess program implementation and the progress made in achieving these metrics during the reporting period.)

Performance Projections

(Please describe your anticipated project activities and progress for the next fiscal year. This should include a description of federal expenditures (including the projected amount), key milestones, the primary activities needed to accomplish those milestones, significant project accomplishments, and any potential delays or challenges you foresee.)

Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.

Subproject Completion Report.

Typed or Printed Name and Title of Authorized Certifying Official

Signature of Authorized Certifying Official

5c. **Telephone** (area code, number and extension)

5d. **Email Address**

5e. **Date Report Submitted** (Month, Day, Year)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

Quarterly Financial and Completion Progress Report

Date _____
Report Number and Period _____
Subrecipient Name: _____
Subrecipient Contact Person/Contact Information: _____
Subrecipient Unique Entity Identifier _____
NG9-1-1 Grant Project Name: _____

Recipient Name: <u>Commission on State Emergency Communications</u>
CSEC Contact Person: <u>Frank Rivera frankr@csec.texas.gov</u>
Grant Award Number: <u>4549601</u>
CSEC Unique Entity Identifier: <u>YGB4KL8NSHB9</u>

Provide information on SB8 CSFRF funded NG9-1-1 Grant Project by Subproject. Subproject descriptions must describe the Subproject in sufficient detail to provide understanding of the major activities that will/have occurred. (Complete for each Subproject comprising the Subrecipient's NG9-1-1 Grant Project.)

Obligations and Expenditures: Subrecipient to provide detailed description on the project/subproject obligations and expenditures:

Subproject name:

Current period obligation:

Cumulative obligation:

Current period expenditure:

Cumulative expenditure:

Overview:

Subproject Status: Subrecipient to provide detailed description on subproject status each reporting period, in four categories (circle one) plus Overview:

Not Started:

Completed less than 50 percent:

Completed 50 percent or more:

Completed:

Overview:

Certification (2 C.F.R. § 200.415)

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures and disbursements are for the purposes and objectives set forth in the terms and conditions of the contract. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

Signature of Subrecipient's Authorized Person

Printed Name, Title

Date

ATTACHMENT 6: RISK ASSESSMENT

(Begins on next page.)

Senate Bill 8 – Coronavirus State Fiscal Recovery Fund

RISK ASSESSMENT

I. SUBRECIPIENT

Subrecipient Name: _____

Subrecipient Contact Person/Contact Information: _____

Subrecipient Unique Entity Identifier _____

NG9-1-1 Grant Project Name: _____

II. RISK ASSESSMENT INFORMATION

To allow the Commission to evaluate Subrecipient's risk of noncompliance with Federal statutes, regulations, the terms and conditions of the Contract, and to determine the appropriate level of monitoring of Subrecipient, Subrecipient provides the following:

1. Subrecipient's prior experience with the same or similar subawards is:

2. Results of previous audits of Subrecipient, include whether or not the Subrecipient receives a Single Audit in accordance with [2 C.F.R. Subpart F - Audit Requirements](#), and the extent to which the same or similar subaward has been audited:

3. Whether the Subrecipient has new personnel or new or substantially changed systems.

4. The extent and results of [Federal awarding agency](#) monitoring (e.g., if the [subrecipient](#) also receives Federal awards directly from a Federal awarding agency):

ATTACHMENT 7: CERTIFICATION REGARDING LOBBYING

(Begins on next page.)

44 C.F.R. PART 18

CERTIFICATION REGARDING LOBBYING

Federal Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned, on behalf of _____ [Company], certifies to the best of his or her knowledge that:

1. No Federal appropriated funds received from the Commission on State Emergency Communications (Commission) have been paid or will be paid, by or on behalf of the undersigned Company, 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 Company's contract or other form of agreement with the Commission, the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds, 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 received from the Commission 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 Company's contract or other form of agreement with the Commission; the awarding by Company of any contract or other form of agreement funded in whole or in part with Federal appropriated funds; or a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (<https://www.grants.gov/web/grants/forms/sf-424-family.html>).

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Company understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Please check the appropriate box:

☐ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

☐ Attached or previously provided is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this _____ day of _____, 20____

By: _____
(Type or Print Name of Company)

By: _____
(Type or Print Name of Company's Authorized Official and Title)

By: _____
(Signature of Company's Authorized Official)



GARLAND POLICY REPORT

City Council Work Session Agenda

3. e.

Meeting Date: October 10, 2022

Item Title: Interagency Communication Site Lease Agreement With Texas Department of Public Safety (DPS)

Submitted By: Jeffrey Bryan, Chief of Police

Strategic Focus Areas: Safe Community

ISSUE

The Texas Department of Public Safety (DPS) seeks to install and maintain equipment on a suitable transmission tower to support a video downlink feed from DPS to the various local law enforcement agencies in the Dallas-Fort Worth area. The City of Garland owns a transmission tower located at 715 Rowlett Road, Garland, Dallas County, Texas and this tower would be a suitable site for the installation and use of the DPS-provided equipment. The Garland Police Department is requesting City Council approve by resolution the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety and the City for use of the tower.

OPTIONS

1. Approve by resolution the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety and the City.
2. Do not approve by resolution the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety and the City.

RECOMMENDATION

Staff recommends that Council approve by resolution the City Manager to execute an Interagency Communication Site Lease Agreement between the Texas Department of Public Safety and the City. This item is scheduled for formal consideration at the October 11, 2022 Regular Meeting.

BACKGROUND

The Agreement is for the lease of antenna and shelter space, including any wires and related equipment on the City of Garland tower necessary to carry out DPS's operation of equipment on the City of Garland Tower located at 715 Rowlett Road, Garland, Dallas County, Texas, 75040, together with permission for DPS to have access from Dallas County, which owns the real property site upon which the Tower is located. The Tower Equipment will be installed and maintained by and at the expense of DPS.

Both Parties involved in the contract will review the Agreement prior to September 1 of each year to determine if any amendments or modifications are necessary. The Agreement may be renewed up to two (2) times for up to ten (10) years each under these same terms and conditions through a written amendment to the Agreement which is executed by the Parties.

DPS shall provide communications assistance during a disaster, emergency, or for law enforcement purposes upon the City's request. In addition, DPS will provide the City with both general and Garland-specific feed from the video/data relayed from DPS's aircraft relating to local law enforcement and public safety events. DPS shall provide the City with such equipment (including decryption equipment and programs) as may be necessary for the City to receive and use the video/data feed in a format usable by the City.

CONSIDERATION

The initial term of the contract will terminate on August 31, 2032, upon execution. In the interest of state and local law enforcement cooperation, the City shall provide DPS with access to and use of the Tower at no cost to DPS. The total amount of this contract shall not exceed Zero Dollars (\$0.00).

Attachments

Tower Resolution and Contract

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARLAND, TEXAS
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERAGENCY
COMMUNICATIONS SITE LEASE AGREEMENT WITH THE TEXAS DEPARTMENT
OF PUBLIC SAFETY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Texas Department of Public Safety ("DPS") seeks to install and maintain equipment on a suitable transmission tower to support a video downlink feed from DPS to the various local law enforcement agencies in the Dallas-Fort Worth area;

WHEREAS, the City of Garland ("Garland") owns a transmission tower located at 715 Rowlett Road, Garland, Dallas County, Texas ("Tower");

WHEREAS, the Tower would be a suitable site for the installation and use of DPS's equipment;

WHEREAS, to increase the efficiency and effectiveness of local governments, Chapter 791 of the Texas Government Code authorizes local governments to contract, to the greatest possible extent, with one another and with agencies of the state; and

WHEREAS, relevant provisions of the Texas Government Code authorize both Garland and DPS to contract with one another.

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

Section 1

That the City Council hereby authorizes the City Manager to enter into the Interagency Communication Site Lease Agreement between DPS and the City, attached hereto in similar form as Exhibit "1," which has the initial term commencing upon execution and then terminating on August 31, 2032.

Section 2

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

PASSED AND APPROVED this the 11th day of October 2022.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

EXHIBIT 1

INTERAGENCY COMMUNICATIONS SITE LEASE AGREEMENT

This Interagency Communications Site Lease Agreement ("Agreement") is entered into by and between the City of Garland, Texas, a Texas home-rule municipality, (the "City") having an address at 200 N. Fifth Street, Garland, Texas and Texas Department of Public Safety ("DPS") having an address at 5805 North Lamar Blvd, Austin, Texas 78752. City and DPS may be singly and interchangeably referred to as a "Party" and collectively as "the Parties."

WHEREAS, the Texas Department of Public Safety seeks to install and maintain equipment on a suitable transmission tower to support a video downlink feed from DPS to the various local law enforcement agencies in the Dallas-Fort Worth area; and

WHEREAS, the City of Garland owns a transmission tower located at 715 Rowlett Road, Garland, Dallas County, Texas ("Tower"); and

WHEREAS, the Tower would be a suitable site for installation and use of DPS' equipment; and

WHEREAS, to increase the efficiency and effectiveness of local governments, Chapter 791 of the Texas Government Code authorizes local governments to contract, to the greatest possible extent, with one another and with agencies of the state;

WHEREAS, relevant provisions of the Texas Government Code authorize both Garland and DPS to contract with one another.

THEREFORE, in consideration of the mutual promises, conditions, covenants, and considerations passing between the Parties hereto, it is understood and agreed by and between the Parties to this Agreement as follows:

1. **TOWER:** This Agreement is for the lease of antenna and shelter space, including any wires and related equipment on the City of Garland tower necessary to carry out DPS's operation of equipment as listed in Exhibit A ("Tower Equipment") on the City of Garland Tower ("Tower") located at 715 Rowlett Road, Garland, Dallas County, Texas, 75040, or more specifically at Latitude: 32-51-02.5N North, Longitude: 096-35-30.3W, together with permission for DPS to have access thereto from Dallas County, which owns the real property upon which the Tower is located ("Site"). The Tower Equipment will be installed and maintained by and at the expense of DPS.
2. **TERM:** The Term of this Agreement will begin on the date signed by the last of the Parties to this Agreement and terminate on August 31, 2032.
3. **ANNUAL REVIEW:** Both Parties will review this Agreement prior to September 1 of each year to determine if any amendment or modifications are necessary. If either Party determines that amendments or modifications are necessary to the Agreement, that Party will notify the other Party in writing.
4. **OPTION TO RENEW:** This Agreement may be renewed up to two (2) times for up to ten (10) years each under these same terms and conditions through a written amendment to this Agreement which is executed by the Parties.
5. **PUBLIC BENEFIT:** DPS shall provide communications assistance during a disaster, emergency, or for law enforcement purposes upon City's request. In addition, DPS will provide City with both general and Garland-specific feed from the video/data relayed from DPS's aircraft relating to local law enforcement and public safety events. DPS shall provide City with such equipment (including decryption equipment and programs) as may be necessary for City to receive and use the video/data feed in a format usable by City.

6. **CONSIDERATION:** In the interest of state and local law enforcement cooperation, City shall provide DPS with access to and use of this Tower at no cost to DPS. The total amount of this contract shall not exceed Zero Dollars (\$0.00).
7. **TITLE:** DPS shall have no right, title, or interest in this Tower or Site except the non-exclusive use thereof as expressly set forth in this Agreement. DPS shall retain ownership of and title to all equipment and structures installed by DPS on this Tower, even though such equipment and structures may be permanently affixed to the property.
8. **ELECTRICITY:** City shall provide electricity at this Site for the benefit of DPS. DPS will have the right to use commercial electricity and the existing emergency stand-by generator(s) at this Tower if available; however, City makes no representations or warranties as to the fitness of such generator(s) for DPS's requirements.
9. **PERMITS, LICENSES, AND REGULATIONS:** DPS shall abide by all federal, state, and local rules and regulations pertaining to the operation of DPS's equipment, including without limitations those pertaining to the installation, maintenance, height, location, use, operation, and removal of its equipment, antenna systems, and other alterations or improvements authorized herein. DPS hereby represents that DPS has obtained the necessary licenses and permits required to use said Tower, or that DPS shall obtain said licenses or permits, at DPS's own expense, prior to any such use. City shall provide DPS a copy of the Antenna Structure Registration, if any, as provided to the City by the Federal Communications Commission ("FCC").
10. **USE:** While using this Tower, DPS shall be responsible for proper operation and compliance with FCC rules. DPS represents that it has independently ascertained that this Tower is adequate and proper for DPS's intended use and has entered into this Agreement based solely upon said independent investigation, and not by any representation by City.
- DPS's use of this Tower is non-exclusive. DPS hereby consents to the execution of agreements between City and other parties eligible to share this Tower, whereby such parties may utilize and share said Tower with DPS. DPS will not increase the size of its Tower Equipment or alter the wind load or structural impact of its equipment upon the tower, without the prior written consent of City.
11. **ACCESS:** Subject to any restrictions imposed by Dallas County, which owns the real property upon which the Tower is installed, DPS will have access to this Site, Tower, and Tower Equipment for the purposes of installation, maintenance, repair, or removal of Tower Equipment (including any radio tower, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) and for complying with any reasonable request for inspection by representatives of the FCC. DPS shall have access only to its own equipment and under no circumstances will DPS gain access to other equipment located at this Site or Tower or allow anyone else access to equipment other than its own. DPS will not have direct access to the Site without being escorted by City. DPS shall give City a minimum of one day notice when Site access is required. Site access will be during normal business hours, Monday through Friday 8am to 5pm.
12. **COVERAGE AND INTERFERENCE:** City makes no representations concerning the distance at which useable radio signals may be transmitted and received from this Tower or location thereof. DPS is hereby notified that this Tower is subject to degradation of performance from, but not limited to, natural and man-made phenomena such as so-called "skip" interference, power line, and ignition noise, intermodulation, co-channel interference, and interference from users of the same or other radio frequencies.

DPS shall be responsible for taking such reasonable steps as may be necessary to prevent any spurious radiation or objectionable interference with the broadcasting or transmission facilities of City or other users on this Tower, if any, caused by DPS. The determination of what is reasonable will be within the sole discretion of City. If DPS's equipment has been determined by City to cause interference to City's use of the Tower or equipment, City may, after notifying DPS:

- A. Disconnect power to DPS's equipment; and/or

- B. Require DPS to take reasonable corrective action necessary to eliminate such interference and/or spurious radiation.

If such objectionable interference or spurious radiation cannot be reduced to levels reasonably acceptable to City, City may elect to terminate this Agreement by giving DPS thirty (30) calendar days' notice written notice. For purposes of this Agreement, objectionable interference will be deemed to exist if:

- A. A determination to that effect is made by an authorized representative of the FCC;
- B. A condition exists which constitutes interference within the meaning of the provisions of the Rules and Regulations of the FCC at the time in effect;
- C. There is a material impairment of sound, picture, data, or other transmission in any material portion of the protected service area of such activity as such area is or may be defined by the FCC at any hour during the period of operation of such activity, as compared with that which would be obtained if no other users were transmitting from this Tower or had any equipment at this Tower; or
- D. A user is prevented from using or having access to its equipment at reasonable and usual times to an extent which interferes to a material degree with the operation and maintenance thereof, it being understood that a reasonable temporary interference which does not materially interfere with the operation or maintenance of said equipment and which is occasioned by the installation of the new equipment by another user or by repairs to or maintenance of existing equipment of another user will not be considered objectionable interference.

Nothing contained in this Agreement will be deemed to entitle DPS to the exclusive possession of any vertical span of space on this Tower, it being the intention of the Parties that the vertical span of space may be used by others at the direction of the City, provided no objectionable interference is caused to DPS's radio transmission activity. It is understood and agreed that City intends to and shall have the right to accommodate other transmitters and/or receivers at this Tower, and in that connection it is understood and agreed that City shall have the right at any time during the term of this Agreement to locate the antenna or other equipment of other users within the same vertical space on this Tower as DPS may occupy, including the right to require the multiplexing or the transmission of other user(s), provided no objectionable interference is caused to DPS' transmission activities thereby, and provided such connection shall not impose additional costs to DPS.

- 13. DPS MAINTENANCE AND REMOVAL OF EQUIPMENT AND COAXIAL CABLES:** DPS shall install only the equipment (including antenna and transmission line) which has been approved by City. Installation will be done in a neat, professional manner and in compliance with all applicable laws and regulations. All costs (including repair of damages caused thereby to DPS's equipment) will be the responsibility of DPS. If DPS wants to add any additional equipment, other than DPS's equipment referenced herein, DPS will not install such additional equipment until the Parties execute an amendment to this Agreement authorizing the additional equipment.

DPS shall install all equipment on the vertical space of the Tower and inside the equipment shelter following Motorola R56 standards. City will perform an audit of the equipment and if R56 deficiencies are noted, the DPS will correct these as required.

DPS shall properly ground all antenna equipment at the uppermost location of its equipment on the tower, every 75' and properly ground its coaxial cable at the base of the tower or at locations identified by City. DPS shall install surge arrestors at the entry window at the base of the Tower.

City retains the right to paint all coaxial cables attached to the Tower, including DPS's coaxial cable, as necessary in order to prevent "black leg."

DPS shall provide detailed pictures of the installation to the City for approval prior to the power up of equipment.

DPS shall be responsible for all maintenance of all equipment installed by or on behalf of DPS. If City finds that DPS's equipment on the vertical space or inside the equipment shelter requires maintenance, DPS will correct the issues immediately after receipt of notice from City. If the maintenance is service impacting

City's equipment, City may unplug DPS's equipment. If DPS is unresponsive to City's maintenance request notification (which may be oral), such unresponsiveness shall constitute cause for which City may terminate this Agreement under Section 25(B).

14. **COORDINATION OF INSTALLATION, REPAIR, AND MAINTENANCE:** In the event of the need for installation, repair, or maintenance of this Tower, equipment building, or other common facility, City shall coordinate such activities in a manner as to minimize any downtime that may be caused to DPS's operations. DPS shall reduce or shut down the power of its transmitter if necessary at a coordinated time so that such installation, repair, or maintenance may take place.
15. **FAILURES AND MAINTENANCE:** DPS is hereby notified and understands that this Tower will not provide communications 100% of the time and it will, by its very nature, fail and require maintenance from time to time without notice. Such facts have been taken into consideration by DPS prior to the execution of this Agreement, and such failures will not constitute nonperformance or negligence on the part of City. City is not liable or responsible for interruptions or termination of service caused by strikes, lockouts, governmental acts, acts of God, or other conditions beyond its control. Any such interruption or termination of service will not be considered a breach of this Agreement by City. DPS, at its own expense, shall be totally responsible for any and all maintenance of its equipment due to lightning, power line surges, ground faults, excessive voltage, or any other causes beyond the control of City. If DPS's equipment has caused damaged to the tower and/or equipment shelter, DPS shall reimburse City for all expenses incurred by City in repairing the damage.
16. **TERMINATION OF CITY'S RIGHTS TO TOWER:** In the event that any state, local, or federal government agency causes this Tower and/or its location to become unavailable, or City's ground lease is terminated for any reason, City shall have the right to terminate this Agreement without liability to DPS, effective immediately upon notice of termination by City.
17. **INSURANCE:** City provides no insurance on this Site or Tower for or on behalf of DPS, DPS's Tower Equipment, or DPS's personnel. City is self-insured. Each of the Parties is responsible for its own insurance.
18. **VENUE:** Except as provided by Chapter 2260 of the Texas Government Code and the State Office of Administrative Hearings' administrative rules, venue for any contract claims or litigation will be in the State Office of Administrative Hearings or a court of competent jurisdiction in Travis County, Texas.
19. **DISPUTE RESOLUTION:** DPS shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Agreement.
20. **FORCE MAJEURE:** Except as otherwise provided, neither City nor DPS shall be liable to the other for any delay in performance of, or failure to perform, any obligation contained herein caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within such Party's control. The existence of such causes of delay or failure will extend the period of performance until after the causes of delay or failure have been corrected.

Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, acts of war, epidemic, and court orders. City shall immediately upon discovery notify DPS in writing of any delays or failure to perform.
21. **NO LIABILITY FOR EMPLOYEES AND OFFICERS:** Each Party to this Agreement shall have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring negligence of the Parties, liability, if any, will be shared by each Party in accordance with the applicable laws of the State of

Texas, subject to all defenses including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a party hereto; nor will any provision hereof be deemed a waiver of any defenses available by law.

- 22. NO JOINT ENTERPRISE:** City is associated with DPS only for the purposes and to the extent set forth herein, and with respect to the provision of this Agreement, DPS is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein will be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for City whatsoever with respect to the indebtedness, liabilities, and obligations of City or any other party.
- 23. NO APPARENT AGENCY:** DPS shall have no authority for or on behalf of City except as provided in this Agreement. No other authority, power, partnership, or rights are granted or implied.
- 24. LEGISLATIVE ACTION:** DPS is a state agency whose authority is subject to the actions of the Texas Legislature and the United States Congress. Similarly, City is a Texas home-rule municipality whose authority is subject to the actions of the Texas Legislature and the United States Congress. If either Party and/or the subject matter of this Agreement become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would render the deliverables to be provided under this Agreement impossible, unnecessary, void, or substantially amended or that would terminate the appropriations for this Agreement, that Party may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of that Party, the State of Texas, and the United States. This Agreement does not grant DPS a franchise or any other vested property right.

Termination under this section is immediate, so City is not required to provide thirty (30) calendar days' notice under this section.

- 25. TERMINATION BY DEFAULT:** In the event that DPS fails to carry out or comply with any of the requirements of this Agreement, City may notify DPS of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days. In the event that DPS fails to remedy such failure or default within the ten (10) calendar day period, City shall have the right to terminate this Agreement upon ten (10) calendar days' written notice.

The termination of this Agreement, under any circumstances whatsoever, will not affect or relieve either Party from any obligation or liability that may have been incurred pursuant to this Agreement, and such termination by City will not limit any other right or remedy available to City at law or in equity.

- 26. TERMINATION FOR CAUSE OR CONVENIENCE:** This Agreement may be terminated as follows:
- A. For Convenience: This Agreement may be terminated, without penalty, by either Party without cause by giving thirty (30) calendar days written notice of such termination to the other Party.
 - B. For Cause: This Agreement may be terminated by either Party if the other Party fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default." The Party seeking termination shall provide the other Party with written notice to terminate this Agreement, which termination will become effective immediately upon the other Party's receipt of the notice.
 - C. For Listing on the Federal Excluded Party List, the Terrorism List (Executive Order 13224), or on the State of Texas Debarred Vendor List: Either Party shall have the absolute right to terminate this Agreement without recourse as follows: (1) if the other Party becomes listed on 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 Treasury, Office of Foreign Assets Control; (2) if the other Party becomes suspended or debarred from doing business with the federal government as listed in the Excluded Parties List (EPLS) maintained by the General Services Administration; or (3) if the other Party becomes listed on

the State of Texas Debarred Vendor List. The Party seeking termination under these terms shall provide the other Party with written notice to terminate this Lease, which termination will become effective immediately upon receipt of the notice by the other Party.

- 27. TERMINATION LIABILITY (FOR TERMINATION FOR CONVENIENCE):** In no event will termination for convenience by City give rise to any liability whatsoever on the part of City whether such claims of DPS are for compensation, for anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason.
- 28. REMOVAL OF EQUIPMENT UPON TERMINATION:** DPS shall remove all of its Tower Equipment (including any radios, footings, supporting foundations, guy wires, equipment, shelters, and any and all necessary appurtenances thereto) at DPS's sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. DPS shall remove any debris associated with the removal of the Tower Equipment. In the event DPS does not timely remove its Tower Equipment within this timeline, the Tower Equipment will be considered abandoned by DPS and will become the property of City.
- 29. NON-WAIVER:** Any failure of City, at any time, to enforce or require the strict keeping and performance of any provision of this Agreement will not constitute a waiver of such provision, and will not affect or impair same or the right of City at any time to avail itself of same.
- 30. SEVERABILITY:** If one or more provisions of this Agreement, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final order/judgment of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of this Agreement and the application of the provision to other parties or circumstances will remain valid and in full force and effect.
- 31. SURVIVAL:** Any provisions of this Agreement that impose continuing obligations on the Parties including, but not limited to the following, will survive the expiration or termination of this Agreement for any reason:
- A. Recordkeeping requirements and audit rights;
 - B. Confidentiality obligations;
 - C. Restrictions on news releases, advertisements and publicity;
 - D. And any other provisions of this Agreement that impose continuing obligations on either of the Parties or that govern the rights and limitations of either of the Parties after the expiration or termination of this Agreement.
- 32. SUBSTITUTIONS:** No substitute or cancellations are permitted without prior written approval of both Parties.
- 33. ASSIGNMENT BY DPS:** Except as authorized herein, DPS will not assign or transfer any interest in this Agreement without the express, prior written consent of City.
- 34. NEWS RELEASES, ADVERTISEMENTS, AND PUBLICITY:** Except as required by the Texas Public Information Act ("TPIA"), Chapter 552 of the Texas Government Code, DPS will not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this Agreement, without the express, prior written approval of City, and then only in accordance with explicit written instructions from City.
- Except as required by the TPIA, City will not use the name of the State of Texas or TXDPS in any advertisement, promotion, or otherwise for any purpose regarding this Agreement without the express prior written consent of DPS. DPS is not authorized to provide endorsements.
- 35. CRIMINAL HISTORY BACKGROUND CHECK:** DPS or any of its employees, agents, or representatives having access to this Site or this Tower shall undergo a TXDPS fingerprint-based criminal history background investigation at TXDPS' expense, if required by City of Garland.

36. **CONFIDENTIALITY:** Certain information provided by City to DPS, or by DPS to the City, including but not limited to the location of the Tower Equipment and the purpose for City's use of this Tower, is confidential and will not be used by or disclosed by either Party to any person or entity, unless such use or disclosure is required for DPS or the City to perform work under this Agreement.

The obligations of this section do not apply to information that is required to be disclosed by law or final order of a court of competent jurisdiction or regulatory authority, provided that the disclosing Party shall furnish prompt written notice of such required disclosure and shall reasonably cooperate with the other Party in any effort made by the other Party to seek a protection order or other appropriate protection of its confidential information.

Both Parties are required to notify the other Party of any unauthorized release of confidential information within two (2) calendar days of when either Party knows or should have known of such unauthorized release.

Both Parties shall maintain all confidential information in confidence during the term of this Agreement and after the expiration or earlier termination of this Agreement.

If either Party has any questions or doubts as to whether particular material or information is confidential information, that Party shall obtain the prior written approval of the other Party prior to using, disclosing, or releasing such information.

Both Parties shall immediately return to the other Party all confidential information obtained from the other Party when this Agreement terminates or at such earlier time as when the confidential information is no longer required for the performance of this Agreement or when the other Party requests that such confidential information be returned.

Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code.

37. **COMPLIANCE WITH LAWS:** Both Parties shall comply with all applicable state, federal, and local laws and regulations that are applicable under this Agreement.
38. **CONTRACT AMENDMENTS:** No modification or amendment to this Agreement will become valid unless in writing and signed by authorized agents of each of the respective Parties. All correspondence regarding modifications or amendments to this Agreement will be forwarded to the other Party for prior review and approval. Only the Executive Director of the Texas Department of Public Safety or his/her designee shall be authorized to sign changes or amendments.
39. **NOTICES:** Any notice required or permitted under this Agreement will be directed to the respective Parties at the addresses shown below and will be deemed received: (1) when delivered in hand and a receipt granted; (2) three days after it is deposited in the United States mail by certified mail, return receipt requested; or (3) when received if sent by confirmed facsimile or confirmed email:

If to City:

City of Garland
200 North Fifth Street
Garland, Texas 75040

With a copy to:
Steve Niekamp
Chief Information Officer
City of Garland Information Technology
1490 State Highway 66
Garland, Texas 75040
Telephone: (972) 781-7205
Email: sniekamp@garlandtx.gov

If to DPS:

Stephen Dyson, Director
IOD Statewide Radio System, Engineering Services
Texas Department of Public Safety 5805 North Lamar Boulevard
Austin, Texas 78752
Telephone: (512) 424-2732
Email: steve.dyson@dps.texas.gov

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided above, specifying the new address and/or individual and the date upon which it will become effective.

- 40. NON-INCORPORATION CLAUSE:** This Agreement embodies the entire agreement between the Parties as described herein, and there have been and are no oral or written covenants, agreements, understandings, representations, warranties, or restrictions between the Parties regarding this Agreement other than those specifically set forth herein.
- 41. MULTIPLE COUNTERPARTS:** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes. In making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.
- 42. CURRENT REVENUES:** Each Party shall make payments for the performance of governmental functions or services from current revenues available to the paying Party.
- 43. AUTHORITY:** Each individual signing this Agreement hereby represents and warrants that it has full authority of its governing body to do so.

THEREFORE, this Agreement will be binding upon the Parties and is executed as of the date of the last Party to sign.

CITY: CITY OF GARLAND

TEXAS DEPARTMENT OF PUBLIC SAFETY

Signature

Signature

Name & Title

Name & Title

Date

Date

DPS's Equipment at: City of Garland Site, 715 Rowlett Road, Garland, Texas

- TxDPS is required to remove all of TxDPS tower equipment (including any TxDPS radio, footings, supporting foundations, guy wires, equipment, shelters and any all necessary appurtenances thereto) at TxDPS sole risk and expense, within a reasonable amount of time, not to exceed 120 calendar days, after the termination of this Agreement. TxDPS is also required to remove any debris associated with the removal of the Tower Equipment.**



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

3. f.

Meeting Date: October 10, 2022

Item Title: Oncor Rate Case Denial Resolution

Submitted By: Brian England, City Attorney

Summary of Request/Problem

The City of Garland is an electric utility customer of Oncor Electric Delivery Company LLC and a member of the Steering Committee of Cities Served by Oncor, a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area.

Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. Oncor asked the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates.

Through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive. The Steering Committee's members and attorneys recommend that members deny the Application.

Recommendation/Action Requested and Justification

Pass the resolution of denial for Oncor's rate increase.



GARLAND POLICY REPORT

City Council Work Session Agenda

3. g.

Meeting Date: October 10, 2022
Item Title: Wall Street Parking Restrictions
Submitted By: Paul Luedtke, Transportation Director
Strategic Focus Areas: Growing Economic Base
Vibrant Neighborhoods and Commercial Centers
Customer-Focused City Services

ISSUE

Large Trucks are blocking the roadway and entrance to Daisy and MAPEI employees. The management of Daisy and MAPEI have jointly requested these parking restrictions.

RECOMMENDATION

Prohibit parking on the south side of the North end of Wall Street from Leon Drive to the corner as shown on the attached exhibit. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the October 18, 2022 Regular Meeting.

BACKGROUND

- MAPEI is located on the north side of the north end of Wall Street
- Daisy Brand is located on the south side of the north end of Wall Street
- MAPEI business activity has increased resulting in increasing numbers of deliveries by 18 wheeler trucks.
- These trucks are currently stacking outside the MAPEI plant on Wall Street between Daisy and MAPEI
- These stopped trucks are making it difficult for employees of Daisy to access their work site.
- The management of both MAPEI and Daisy have worked together to address the problem and agree that restricting parking at all times on the south side of Wall Street in this area would address the problem adequately.
- The Transportation Department agrees that this will address the problem adequately.

Attachments

Exhibit A

EXHIBIT A



Mapei Corporation

Wall Street

Wall Street

Wall St & Leon Rd

Leon Rd

Daisy Band LP

Southwest Ambulance Sales

PARKING RESTRICTION

Legend
● IPC Hebron Datas
● Southwest Ambulance Sales
● Wall St & Leon Rd



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. a.

Meeting Date: October 10, 2022

Item Title: Introduction of Phillip Urrutia - New Assistant City Manager

Summary of Request/Problem

Assistant City Manager Rex will introduce the newly hired Assistant City Manager, Phillip Urrutia.

Recommendation/Action Requested and Justification

Discussion only.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. b.

Meeting Date: October 10, 2022

Item Title: Downtown Ordinances and Policies - Introduction

Submitted By: Letecia McNatt, Downtown Coordinator

Summary of Request/Problem

To support the City's investment in the Downtown Square and Streetscapes, staff will introduce a cross-departmental initiative to review key ordinances and policies impacting the downtown district in preparation for Council evaluation.

Recommendation/Action Requested and Justification

For informational purposes only at this time. Staff will return to Council for direction on each ordinance or policy in the near future.

Attachments

Downtown Ordinances & Policies Review



Downtown Ordinances and Policies Review

Downtown Core Team

Interdepartmental team focused on addressing key issues across the district

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

Key Issues

- **Underground utilities**

- Establish utility corridor

- **Parking**

- Revisit recommendations from 2018 Kimley-Horn Parking Study
- Survey businesses
- Ensure ordinances match redesign of Square and streetscapes

- **Use of wider sidewalks**

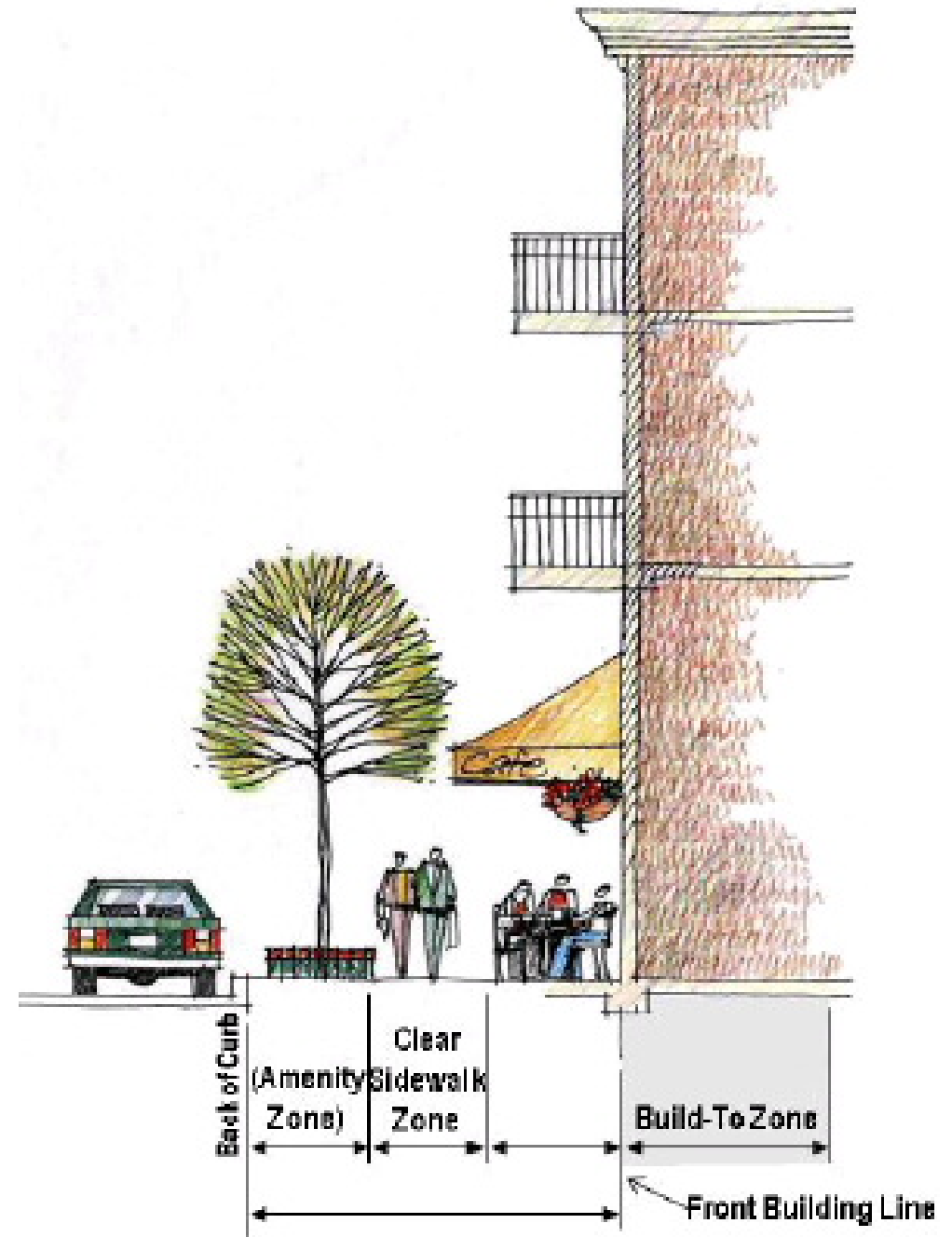
- Establish “how to” use new public space; minimum standard

- **Shared Waste Services**

- Clean up clutter throughout improved area

Use of Wider Sidewalks

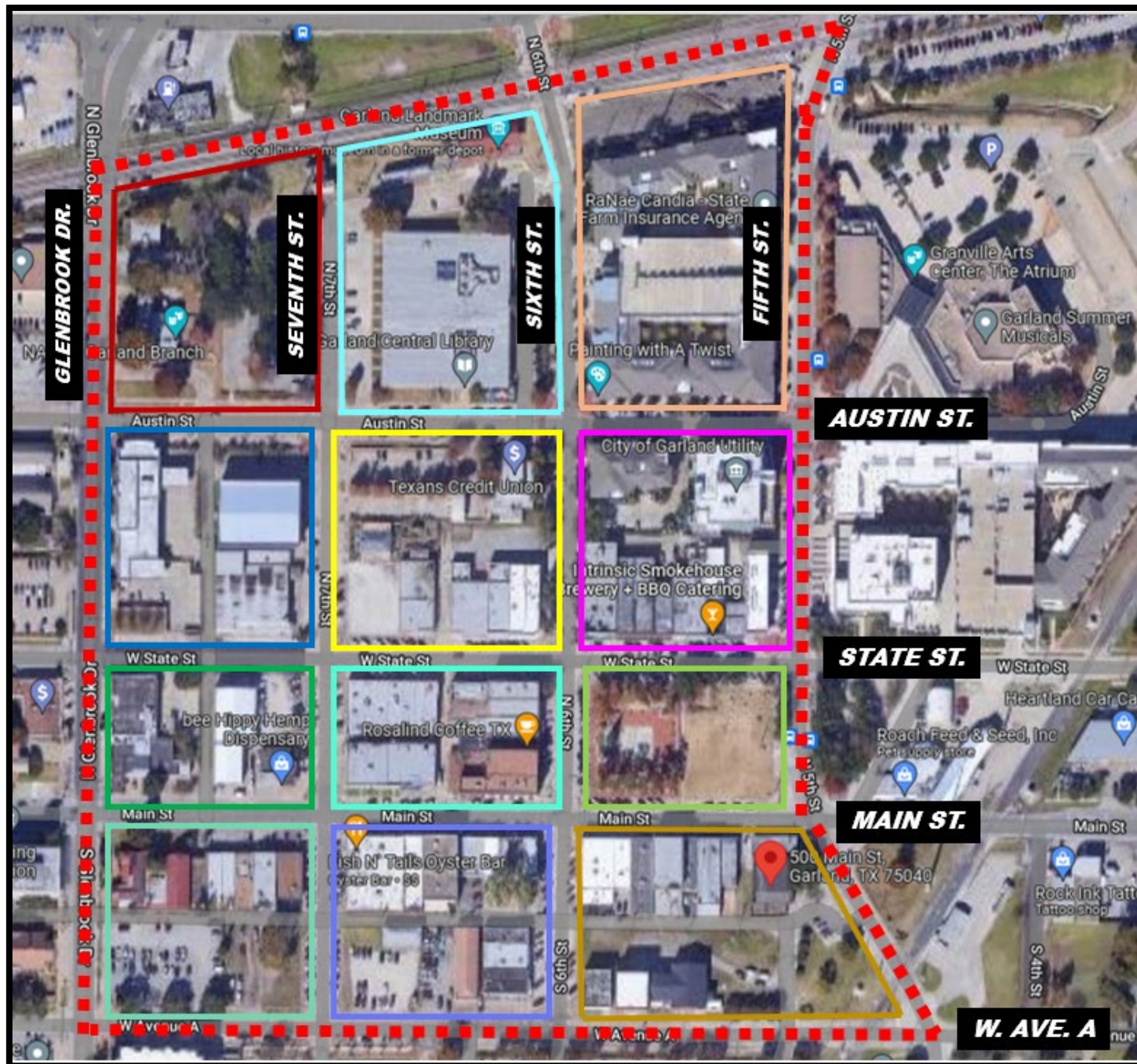
- Geography of opportunities varies
- Identify zone
- Maintain design intent
- Interim plan



Shared Waste Services

Goal: Eliminate obstacles for pedestrians and vehicles





Shared Waste Services

Goal: Eliminate obstacles for pedestrians and vehicles

- Inventory of Assets
 - 16 polycarts
 - 13 dumpsters
- Current approach
 - Dumpsters by request
- Current service
 - As often as needed (assessed by Sanitation) outside of set schedule
- Research to date
 - Polycarts only
 - dedicated daily service; multiple visits per day
 - Underground
 - Sutera
 - Envirobin
 - Hybrid
 - Tactical Urbanism
 - Recycling

Shared Waste Services

Goal: Eliminate obstacles for pedestrians and vehicles

- Proposal
 - Consolidate 29 assets to 9 shared containers
 - Off streets and sidewalks on to City property | private property
 - Tactical Urbanism – local artists
 - Work with businesses through transition
 - *Final site locations pending*



Next Steps and Timeline

- Underground Utilities
- Parking
- Use of Wider Sidewalks
- Shared Waste Services

Feedback and Questions?



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. c.

Meeting Date: October 10, 2022

Item Title: 2023 Scheduling of Council Meetings

Submitted By: Mitch Bates, Deputy City Manager

Summary of Request/Problem

Council is requested to review and discuss, if needed, changes to the City Council meeting dates for 2023 as presented in the attached schedule. The final calendar will be brought back for formal adoption at the October 18, 2022, Regular Meeting.

Recommendation/Action Requested and Justification

Council discussion.

Attachments

2023 Proposed Meeting Dates

Draft Council Dates Calendar

2023 PROPOSED Council Meeting Dates

WORK AND REGULAR SESSIONS

CIP and BUDGET*

Work Session

Regular Session

- | | |
|--|-----------------------|
| 1. Monday, January 9 | Tuesday, January 10 |
| 2. Tuesday, January 17 | Tuesday, January 17 |
| 3. Saturday, January 21 Special CIP Work Session* | |
| 4. Tuesday, January 24 Public Hearing / Special CIP Work Session* | |
| 5. Tuesday, January 31 Special CIP Work Session (If Needed)* | |
| 6. Monday, February 6 | Tuesday, February 7 |
| 7. Monday, February 20 | Tuesday, February 21 |
| 8. Monday, March 6 | Tuesday, March 7 |
| 9. Monday, March 20 | Tuesday, March 21 |
| 10. Monday, April 3 | Tuesday, April 4 |
| 11. Monday, April 17 | Tuesday, April 18 |
| 12. Monday, May 1 | Tuesday, May 2 |
| 13. Monday, May 15 | Tuesday, May 16 |
| 14. Monday, June 5 | Tuesday, June 6 |
| 15. Monday, June 19 | Tuesday, June 20 |
| 16. Monday, July 10 | Tuesday, July 11 |
| 17. Monday, July 17 | Tuesday, July 18 |
| 18. Monday, July 31 | Tuesday, August 1 |
| 19. Saturday, August 12 Special Budget Work Session* | |
| 20. Monday, August 14 | Tuesday, August 15 |
| 21. Tuesday, August 22 Public Hearing / Special Budget Work Session* | |
| 22. Tuesday, August 29 Special Budget Work Session (If Needed)* | |
| 23. Tuesday, September 5 | Tuesday, September 5 |
| 24. Monday, September 18 | Tuesday, September 19 |

25. Monday, October 9

Tuesday, October 10

26. Monday, October 16

Tuesday, October 17

27. Monday, November 6

Tuesday, November 7

28. Monday, November 13

Tuesday, November 14

29. Monday, December 4

Tuesday, December 5

30. Monday, December 11

Tuesday, December 12

DRAFT

Work Sessions & Regular Sessions
City Holidays

2023

Oct. 3rd → Natural Night Out
Proposed CIP Dates

January							February							March							April							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4		2	3	4	5	6	7	8
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11	9	10	11	12	13	14	15	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18	16	17	18	19	20	21	22	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25	23	24	25	26	27	28	29	
29	30	31					26	27	28					26	27	28	29	30	31		30							

May							June							July							August						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3	2	3	4	5	6	7	8	1		1	2	3	4	5
7	8	9	10	11	12	13	4	5	6	7	8	9	10	9	10	11	12	13	14	15	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	16	17	18	19	20	21	22	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	23	24	25	26	27	28	29	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		30	31						27	28	29	30	31		

September							October							November							December						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		31							



GARLAND CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. d.

Meeting Date: October 10, 2022

Item Title: Cultural Arts & GCAC Update

Submitted By: Amy Rosenthal, Cultural Arts Director

Summary of Request/Problem

Civic Arts was contracted in March 2020 to create a Cultural Arts Master Plan for the City of Garland. The plan was presented on May 17, 2021 and approved by Council on June 8, 2021.

The Garland Cultural Arts Plan Goals include:

1. Provide experiences in all neighborhoods and downtown for residents and visitors
2. Grow opportunities for youth
3. Celebrate and support diversity and heritage
4. Support and attract artists and creatives
5. Foster collaboration and partnerships
6. Optimize municipal operations

The Garland Cultural Arts Commission is a nine member Council-appointed commission that manages a private non-profit, GCAC, Inc. GCAC, Inc. was established as a private 501(c)3 in 1986. The primary function of GCAC, Inc. is to administer grants to local arts and historic agencies. In FY23, GCAC, Inc. is projected to award up to \$140,000 in grants.

Garland's Cultural Arts Division is nested within the Parks, Recreation, and Cultural Arts Department, and staff is responsible for management and maintenance of the Granville Arts Center, The Atrium, and The Plaza Theatre. In 2022, Cultural Arts has expanded roles to help fulfill the Cultural Arts Plan strategies.

Upcoming Cultural Arts priorities include:

- Pursuit of cultural designation from Texas Commission on the Arts
- Finalize public art process
- Review facility fees, facility policies and procedures
- Build 'Cultural Arts Presents' programming
- Explore arts incubator
- Identify new funding possibilities
- Refine branding opportunities

Staff will present GCAC, Inc. grant award recommendations at the October 17, 2022 Work Session and return for approval at the October 18, 2022 Regular Meeting.

Recommendation/Action Requested and Justification

No recommendation or action requested.

Attachments

Cultural Arts GCAC Update



Cultural Arts & GCAC Update

Amy Rosenthal, Cultural Arts Director
Andy Hesser, Managing Director, PRCAD

October 10, 2022

06/21 – Council Adopts Cultural Arts Plan

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Cultural Plan Goals: CPG

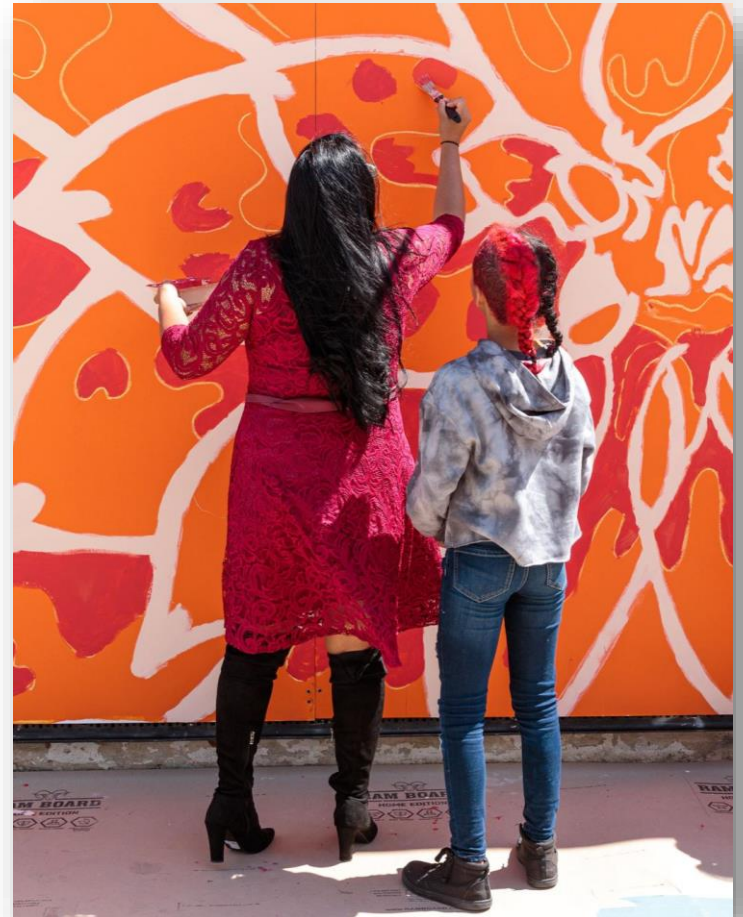
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1. Provide experiences in all **NEIGHBORHOODS & DOWNTOWN** for residents and visitors
2. Grow opportunities for **YOUTH**
3. Celebrate and support **DIVERSITY & HERITAGE**
4. Support and attract **ARTISTS & CREATIVES**
5. Foster **COLLABORATION & PARTNERSHIPS**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

Presentation Overview

•••••

- GCAC & GCAC Inc.
- Cultural Arts Dept & Facilities
- Cultural Art Plan
- Goals – Now, Intermediate, Long Term



Garland Cultural Arts Commission & GCAC Inc.

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- 9 member Council-Appointed Board
- Est as private 501c3 in 1986
- Meets 4x per year, updated to meet bi-monthly in Oct 2021
- 2022 – Jan, Mar, May, July, Sept Grants, Oct



Garland Cultural Arts Commission & GCAC Inc. Grants

.....

- 15% of HOT funds for arts & historic initiatives
- GCAC Inc. - Receive, Review, Award - grant funds to local 501c3 agencies
- In FY23, projected agreement \$187k with \$140k allocated for grants



Garland Cultural Arts Commission & GCAC Inc. Grants



2020 Applicants:

1. Achievement Center
2. Breitling Youth Theater
3. Company of Rowlett Players
4. Dallas Ballet Company
5. Friends of Magic 11th St
6. Garland Civic Theatre
7. Garland Summer Musicals
8. Garland Symphony Orchestra
9. Landmark Heritage Society
10. Red Warriors
11. Texas Winds

2021 Applicants:

1. Achievement Center
2. Breitling Performing Arts
3. Company of Rowlett Players
4. Dallas Ballet Company
5. Garland Civic Theatre
6. Garland Summer Musicals
7. Garland Symphony Orchestra
8. Landmark Heritage Society
9. Master Music Company
10. People Centered Lighthouse
11. Red Warriors
12. Texas Winds

2022 Applicants:

1. Accolade Community Theatre
2. Breitling Performing Arts
3. Company of Rowlett Players
4. Culture Makers
5. Dallas Ballet Company
6. Friends of Magic 11th St
7. Garland Civic Theatre
8. Garland Summer Musicals
9. Garland Symphony Orchestra
10. Landmark Heritage Society
11. Master Music Company
12. MLK Productions
13. People Centered Lighthouse
14. Red Warriors
15. Reel Owl Cinema
16. Spectacular Follies
17. Texas Winds

(* 501c3 Status Barrier?)



GARLAND

Garland Cultural Arts Commission & GCAC Inc. – FY23 Grant Cycle

.....

- Open Aug 1 & Due Sept 15
- Commissioners receive Sept 16
- Commissioner interviews Sept 22
- Commissioners submit score sheets Sept 29
- Staff tallies anonymous scores
- Commissioners vote on award recommendations based on scores Oct 4
- **Council Work Session Arts Update on Oct 10**
- Council Work Session on award recommendations Oct 17
- Council Regular Session to Confirm Awards Oct 18

GCAC Inc. Proposed Budget FY23

(as of 09/30/2022)



REVENUES - Hotel Occupancy Tax Revenue

\$187,293

EXPENDITURES

Grant Awards

140,000

Reimbursement for Sculpture

12,667

GISD Arts Competition Awards & Reception

4,500

Advertising Mailers & Promotions

5,000

Public Art Projects, Pop-Ups, Big Art Day

20,801

Chamber Membership

500

BCA Membership + Leadership

2,825

CPA Fees

800

Misc. Administrative Services

200

TOTAL EXPENDITURES

\$187,293

Garland Cultural Arts Commission & GCAC Inc. Refresh

.....

- Organizational review
- Grant criteria, eligibility, process review
- Strategic & succession planning
- Juried & Pop-Up Art Exhibits (**CPG#1** – Provide experience in Downtown & All Neighborhoods)



Garland Cultural Arts Facilities

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Rental Facilities for Community



GARLAND

Granville Arts Center

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Brownlee 720 seats

- GSO
- GSM
- Dallas Ballet
- UIL
- Private Rentals (dance recitals & cultural events)

Granville Arts Center (Small Theatre 220 seats)

.....

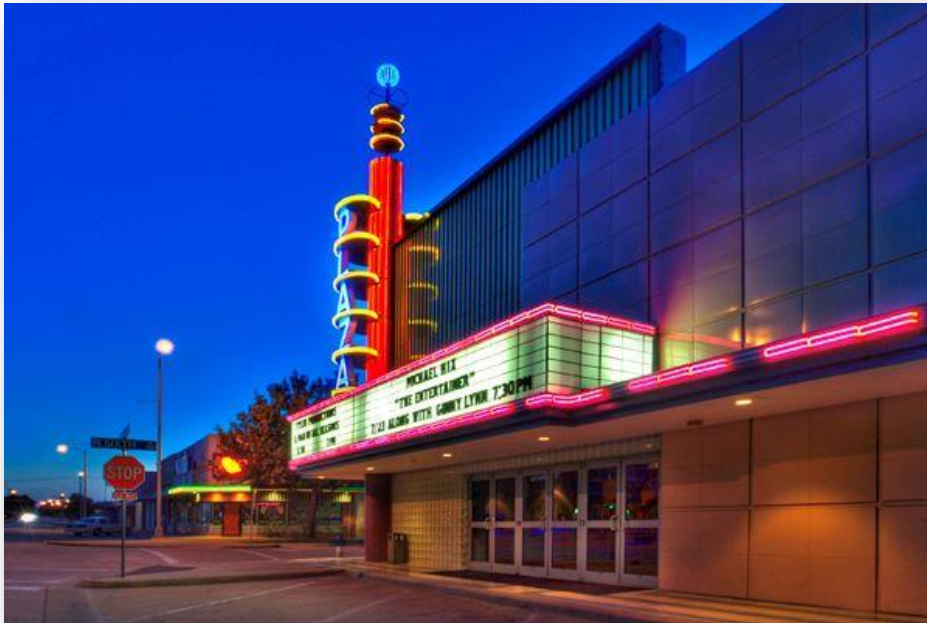


Small Theatre 220 Seats

- GCT
- Dallas Young Actors

Plaza Theatre

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350 seats

- CORP
- Breitling Performing Arts
- Movies
- Comedy
- Music Series

The Atrium

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Ballroom 450 guests

- Saturday premium
- Quinceneras
- Weddings
- Fundraisers

2022 Expanded Programs

CPG#3 & CPG#4

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2022 Expanded Programs

CPG#2



Celebrating 40 Years of the Arts!

.....



Facility Assessment FY23



GARLAND

Cultural Plan – Goals

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NOW

- Cultural District Designation
CPG#4
 - Letter of Intent – January
 - Application – June
- Walkable area
- 501c3 Management Entity
- Opens Up Grant Opps



Cultural Plan – Goals

.....

NOW

- Public Art Process **CPG#6**
- Depts across city w/ projects in place
- **Only** for artworks supported by public funds and/or on public property
- Consistent & equitable approach
- **Top Priority from Cultural Plan**



Cultural Plan – Goals

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INTERMEDIATE

- Facility Fee Review **CPG#6**
- New reservation program in place / new ticketing system in progress
- Contract, policies/procedures review



Cultural Plan – Goals

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INTERMEDIATE

- Cultural Arts Presents **CPG#1 & CPG#3**
- Performances & programs to compliment local activities
- **Top Priority from Cultural Plan**
- Peking Acrobats - March 2023



Cultural Plan – Goals

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Mavis Staples – March 2023

Cultural Plan – Goals

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LONG TERM

- Arts Incubator **CPG#4 & CPG#5**
- Offer affordable, co-op studio, maker space & exhibit space



Cultural Plan – Goals

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LONG TERM

- Film Festival **CPG#3 & CPG#5**
- Great assets to build fest
- Build on local contacts & showcase cultural resources



Cultural Plan – Goals

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LONG TERM

- Funding & Branding **CPG#5 & CPG#6**
- Develop additional revenue sources for programs – sponsorships, fundraisers, grants
- Develop authentic Garland arts brand for promotions



Garland Cultural Arts

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- A vibrant community for all and improve quality of life for all residents and visitors alike
- Support and develop great neighborhoods
- Attract visitors and economic activity
- Celebrate local cultures and heritage and increase civic participation

Thank you
.....

Feedback & Direction



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. e.

Meeting Date: October 10, 2022

Item Title: Intragovernmental Affairs Committee Appointments

Submitted By: Brian England, City Attorney

Summary of Request/Problem

The City Council is being asked to:

1. determine whether to move the Intragovernmental Affairs Committee (IGC) from an ad hoc status to a permanent committee; and
2. appoint the following members of City Council to serve on the IGC:
 1. Councilman BJ Williams (chair)
 2. Mayor pro tem Deborah Morris (member)
 3. Dep. Mayor pro tem Robert John Smith (member)

Recommendation/Action Requested and Justification

Vote to create the Intragovernmental Affairs Committee as a permanent committee of the City Council and appoint the aforementioned members.



GARLAND
CITY COUNCIL ITEM SUMMARY SHEET

City Council Work Session Agenda

4. f.

Meeting Date: October 10, 2022

Item Title: Audit Committee Meeting Report

Submitted By: Jed Johnson, City Auditor

Summary of Request/Problem

Council Member Robert Smith, Chair of the Internal Audit Committee, will provide a committee report on the following items:

- Weaver Presentation - FY/2022 Audit
- Planning and Development Fees
- Vegetation Management Services
- Cash Count Audit
- FY/2023 Audit Plan

Recommendation/Action Requested and Justification

Council discussion.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. g.

Meeting Date: October 10, 2022

Item Title: Administrative Services Committee Report

Summary of Request/Problem

Deputy Mayor Pro Tem Robert John Smith will update the Council on policy amendments recommended by the Administrative Services Committee and Council will discuss and deliberate the same.

Recommendation/Action Requested and Justification

On September 20, 2022, the Administrative Services Committee voted to send the attached version of the Council policies to the Council for deliberation and approval.

Attachments

Redlined Council Policies 2022

2022
CITY COUNCIL
of the
CITY OF GARLAND, TEXAS

**RULES OF ORDER AND
PROCEDURE
AND
CITY COUNCIL POLICIES**

ARTICLE I

CITY COUNCIL RULES OF ORDER AND PROCEDURE

Section 1 Authority under the City Charter

Article III, Section 9 of the City Charter provides that the City Council shall determine its own rules of order of business and procedures for meetings. These rules shall be in effect upon adoption by the City Council and from year to year until such time as amended, suspended or new rules are adopted in the manner provided.

Section 2 General rules for conducting Council meetings

(A) Regular meetings

Article III, Section 8 of the City Charter provides that regular meetings of the City Council shall be held at least twice each month. Section 10.14 of the Code of Ordinances establishes the first and third Tuesdays of each month as the time for those regular meetings. The City Council may otherwise prescribe the date for such meetings by ordinance or resolution. The meetings are generally held in the City Council chamber or at another public building within the city limits as designated by the City Council in the meeting notice.

(1) *Other locations.* The City Council may, occasionally, elect to meet at other locations and, upon such election, shall give public notice of the change of location in accordance with provisions of State law and the City Charter.

(2) *Location during a local emergency.* If by reason of fire, flood or other emergency, it is unsafe to meet in the City Council chamber, the meetings may be held for the duration of the emergency at such other place as may be designated by the Mayor or, in the Mayor's absence by the Mayor Pro Tem (or, in the absence of the Mayor Pro Tem, the Deputy Mayor Pro Tem, if one has been appointed) or the City Manager.

(B) Pre-council meeting work session

Prior to each regular City Council meeting, the City Council may conduct a work session in order to allow the City Council to informally review items of interest that may be scheduled for formal presentation at future City Council meetings, or that are strictly informational in nature. The City Council may not take formal action on items presented at the work session, unless specified in the posted agenda.

(C) Special meetings and emergency meetings

Pursuant to Article III, Section 7 of the City Charter, special meetings may be called at any time by the Mayor or by two or more members of the City Council. The City Secretary shall post notice thereof as provided by State law. Special meetings may be held at any location as long as such meetings are conducted in accordance with State law and the City Charter. In case of emergency or urgent public necessity (which shall be expressed in the notice of the meeting), an emergency meeting may be called by the Mayor or by two members of the City Council, and it shall be sufficient if the notice is posted two hours before the meeting is convened. Diligent effort to notify all Councilmembers shall be made prior to the emergency meeting. (Texas Government Code, Sec. 551.045)

(D) Adjourned meetings

The City Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the provisions of the Texas Open Meetings Act. (Texas Government Code, Section 551)

(E) Executive sessions

The City Council may meet in executive session during any regular or special meeting, or anytime otherwise authorized by State law, to consider, hear or decide any matter which is authorized by State law to be heard or considered in executive session. The City Council may exclude from any such executive session any person or persons which it is authorized by State law to exclude from such sessions. The general subject matter for consideration shall be expressed in an open meeting before such session is held. Councilmembers are prohibited from disclosing the nature of discussion from a closed session unless required by law.

(F) Notice of meetings

Notice of meetings and the agenda for all City Council meetings shall be posted by the City Secretary on the City's website and official bulletin board pursuant to the requirements of the Texas Open Meetings Act. (Texas Government Code, Section 551)

(G) Quorum

Article III, Section 6 of the City Charter provides that five members of the nine member City Council shall constitute a quorum to do business and the affirmative vote of five of those present shall be necessary to adopt any ordinance or resolution, except as required by City Charter or State law.

(H) Chair

Article III, Section 4 of the City Charter provides that the Mayor shall preside at all meetings of the City Council. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall be required to vote as a member on legislative and other matters. The Mayor shall have the authority to preserve order at all City Council meetings, to enforce the rules of the City Council, and to determine the order of business under the rules of the City Council. The Mayor shall also have the power to administer oaths.

(1) *Absence of Mayor.* Article III, Section 4 of the City Charter provides that the City Council shall elect from among the Councilmembers a Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor. The City Council may elect from among the Councilmembers a Deputy Mayor Pro Tem who shall act as Mayor during the absence or disability of the Mayor and Mayor Pro Tem.

(2) *Absence of Mayor and Mayor Pro Tem.* When the Mayor and Mayor Pro Tem are absent from any meeting of the City Council, the Deputy Mayor Pro Tem, if one has been elected, shall act as Mayor Pro Tem. If all three are absent, the members present shall choose another member to act as Mayor Pro Tem and that person shall, for the duration of the meeting, have the powers of the Chair.

(I) Attendance by the public

Article III, Section 10 of the City Charter requires that all meetings of the City Council shall be open and public in accordance with the terms of provisions of the Texas Open Meetings Act, except executive sessions or closed meetings allowed by State law. Citizens and other visitors attending City Council meetings shall observe the same rules of propriety, decorum and good conduct applicable to members of the City Council.

(J) Minutes

In accordance with the provisions of Article III, Section 9, and Article IV, Section 5 of the City Charter, minutes of City Council meetings will be kept. Minutes will include final motions with votes. The minutes will also reflect the names of public speakers.

(1) *City Council approval of minutes.* Minutes of meetings are generally submitted to the City Council within two weeks for approval.

(2) *Recording of meetings.* Audio and/or visual recordings of proceedings, other than executive session proceedings and meetings of the Civil Service Commission, are maintained by the City Secretary as required by law. Audio recordings of executive session proceedings and the Civil Service Commission shall be maintained by the City Attorney.

Section 3 Order of business at meetings of the City Council

(A) General order of proceedings

City Council meetings will be generally conducted in the following order, unless otherwise specified, or determined by the Chair or the City Council. An executive session may be held at any time during a meeting pursuant to applicable State law.

WORK SESSION AGENDA

- ☐ Executive session (if any)
- ☐ Written briefings
- ☐ Verbal briefings
- ☐ Questions regarding regular agenda items
- ☐ Discuss committee reports/assignments
- ☐ Discuss consent agenda
- ☐ Identify future agenda items
- ☐ Adjourn

REGULAR MEETING AGENDA

- ☐ [Pledge of allegiance/invocation]*
- ☐ [Mayoral proclamations, recognitions, and announcements]*
- ☐ Consent agenda/approval of minutes
- ☐ Regular agenda
- ☐ Consider appointments to boards and committees
- ☐ Citizen comments (“open mike”)
- ☐ Executive session (as needed)
- ☐ Adjournment

* These items may be taken up by the City Council prior to the commencement of official business

(B) Numbering and indexing of agenda items

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the City Secretary shall separately index all ordinances and resolutions.

(C) Consent agenda

The consent agenda shall contain routine, non-controversial items that require City Council action but typically require little or no City Council deliberation. Any item on the consent agenda may be removed from the consent agenda and thereby be made subject to discussion and deliberation by any member of the City Council, staff or a person in attendance at the meeting. Agenda item(s) removed from the consent agenda by the request of a Councilmember, citizen or staff will be considered after approval of the remaining consent agenda, or may be postponed to a future meeting in the event the Chair, with the concurrence of the City Council, determines that the item requires extensive deliberation.

Section 4 Rules of procedure for conducting Council business

(A) General procedure

These rules, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, City Council proceedings shall follow the rules of procedure set out in Roberts Rules of Order, Newly Revised, (hereinafter “RONR”) a copy of which shall be retained by the City Secretary and made available for inspection by the public during normal business hours.

(B) Authority of the chair

The Chair shall make decisions on questions of procedure subject to review by the City Council as a whole. The Chair, with the consent of the City Council, may appoint a parliamentarian from outside the City Council to assist the Chair in interpreting the rules of procedure governing City Council meetings, and shall offer advice to the Chair as requested by the Chair or any member of the City Council. The Chair, shall, upon request of a member of the City Council, inform the City Council as to the advice given by the parliamentarian. Following a decision of the Chair on a question of procedure, any two members of the City Council shall be entitled to appeal the decision of the Chair by the making, and seconding of, an appeal. See RONR.

(C) Council deliberation and order of speakers

The Chair has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the Chair, a Councilmember holding the floor may address a question to another Councilmember and that Councilmember may respond while the floor is still held by the Councilmember asking the question. A Councilmember may opt not to answer a question while another Councilmember has the floor.

(D) Limit deliberations to item at hand

After an agenda is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Councilmembers will limit their comments to the subject matter or motion being currently considered by the City Council. All discussions shall be germane to a posted agenda item.

(E) Obtaining the floor

Except as provided in RONR, any member of the City Council wishing to speak shall obtain the floor by being recognized by the presiding officer. The Chair shall recognize any Councilmember who seeks the floor when appropriately entitled to do so and may decide to allow verbal or electronic recognition of Councilmembers..

(F) Motions

Motions may be made by any member of the City Council, other than the Chair. Any member of the City Council, other than the Chair and the person offering the motion, may second a motion.

(G) Procedures for motions

The following is the general procedure for making motions:

- (1) Before a motion can be considered or debated, it shall be seconded.
- (2) A Councilmember who wishes to make a motion, except as provided in RONR, shall first obtain the floor.
- (3) A Councilmember who wishes to second a motion shall do so by through a verbal request to the presiding officer.
- (4) Unless otherwise required or provided by law, a motion (other than a procedural motion) made and seconded, unless stated otherwise, shall include, without necessity of reference, a motion to close the public hearing on the matter if the matter is

one which includes a public hearing. A Councilmember wishing to continue the public hearing shall move to continue the public hearing, and if seconded shall be voted upon before the main motion. No discussion shall be permitted on a motion to continue the public hearing.

(5) Once the motion has been properly made and seconded, the Chair shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Councilmember properly recognized by the Chair.

(H) Motions to amend a motion

When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject different from that under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(I) Floor amendments

[OPTION 1]

No Change – Floor amendments are not expressly addressed in policy.

[OPTION 2]

(1) In the event a Councilmember desires to make a substantive floor amendment (as determined by the presiding officer) on a resolution, ordinance, matter, or other item that Council has previously deliberated and reached a consensus, the Councilmember shall make a motion that states the substance of the proposed floor amendment. The motion shall require a second to be considered. If there is no second, the floor amendment shall not be considered.

(2-a) In the event the motion for a floor amendment receives a second and is passed by a majority of members of Council present, Council shall subsequently take a vote on the amended resolution, ordinance, matter, or item. If passed, the resolution, ordinance, matter, or item shall come back before Council during the next Regular Meeting for a final vote on the substance and form of the resolution, ordinance, matter, or item, unless otherwise stated in the motion.

(2-b) In the event the motion for a floor amendment receives a second and is passed by a majority of members of Council present, Council shall subsequently take a vote on the amended resolution, ordinance, matter, or item. If passed, the resolution, ordinance, matter, or item shall come back before Council during the next Regular Meeting for a final

vote on the substance and form of the resolution, ordinance, matter, or item, unless otherwise stated in the motion and the approval received 2/3 votes of the councilmembers present.

(3) The Council may by two-thirds majority of members present, vote to waive the “two-step” procedure and take a final vote on the substance and form of the resolution, ordinance, matter, or item during the same meeting in which the floor amendment was passed.

(4) The aforementioned “two-step” approval process does not apply to non-substantive changes or matters in which a delay until the next Regular meeting would result in a violation of a deadline set by law.

[OPTION 3]

(1) In the event a Councilmember desires to make a substantive floor amendment (as determined by the presiding officer) on a resolution, ordinance, matter, or other item that Council has previously deliberated and reached a consensus, the Councilmember shall make a motion that states the substance of the proposed floor amendment. The motion shall require a second to be considered. If there is no second, the floor amendment shall not be considered.

(2) In the event the motion for a floor amendment receives a second and is passed and approved by a majority of the members of Council present, the resolution, ordinance, matter, or item shall not become effective prior to 30 calendar days, not including the date of the vote, unless otherwise stated in the motion.

(3) The Council may by two-thirds majority of members present, vote to waive the 30-day period waiting period for the resolution, ordinance, matter, or item so that it becomes effective immediately upon passage and approval.

(4) The aforementioned 30- day waiting period does not apply to non-substantive changes or matters in which a delay until the next Regular meeting would result in a violation of a deadline set by law.

(J) Abstention or recusal

(1) If a Councilmember abstains because of a legal conflict that Councilmember is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present,” unless otherwise required by law.

(2) When a Councilmember has a legal conflict and is required to abstain or be recused from a portion of a City Council meeting, the Councilmember shall complete the

necessary affidavit regarding the conflict.

(3) Pursuant to Article III, Section 6 of the Charter, a Councilmember who is present and not required by law to abstain from voting shall vote on every measure for which a vote is called; a refusal to vote constitutes a vote of “no” on the measure.

(K) Special Charter or statutorily-mandated voting requirements

Some actions taken by the City Council require more than a simple majority vote for approval as required by either the Charter or State law, including:

(1) *Charter amendments - Two-thirds vote:* An ordinance submitting a proposed Charter amendment must be adopted by at least a two-thirds vote of the full City Council. (Texas Local Government Code, Section 9.002(a), Article XI, Section 5, Texas Constitution).

(2) *Changing paving assessment plan - Two-thirds vote:* Changes in plans for paving assessments require a two-thirds vote of the full City Council. (Texas Transportation Code, Section 313.053).

(3) *Protested changes in zoning ordinance - Three-fourths vote:* If a proposed change to a zoning regulation or boundary is protested by owners of twenty percent or more of the area of the lots or land included in such proposed change, or of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet therefrom, the affirmative vote of at least three-fourths of the full City Council is required for the proposed change to take effect. (Texas Local Government Code, Sec. 211.006(d); Garland Development Code; Council Policy, Article II, below.)

Section 5 Public hearings

(A) The City Council procedure for the conduct of public hearings is generally, but not required to be, as follows:

(1) Staff presents its report.

(2) Councilmembers may ask questions of staff.

(3) The Chair opens the public hearing.

(4) The applicant or appellant then has the opportunity to present comments, testimony, oral arguments. In the case of an appeal when the appellant is different from the applicant, the appellant shall be called upon first to provide comments or testimony. The applicant or appellant may have a total of fifteen minutes for a presentation when recognized by the Chair. The initial comments or presentation shall be limited to ten minutes and the rebuttal or concluding comments shall be limited to five minutes.

(5) Councilmembers may ask questions of the applicant/appellant.

(6) Members of the public are provided with the opportunity for comments and testimony in accordance with these Rules, including without limitation Sections 7 and 8, below.

(7) The appellant or the applicant is given the opportunity for closing comments.

(8) The City Council deliberates on the issue.

(9) If the City Council raises new issues through deliberation and a majority of the City Council seeks additional public testimony, additional public comment and testimony is permitted in accordance with these Rules.

(10) The City Council deliberates and takes action.

(11) The Chair announces the final decision of the City Council.

(B) Any public hearing being held, noticed or ordered to be held by the City Council may, by order, notice or motion, be continued to any subsequent meeting subject to the provisions of the Texas Open Meetings Act.

(C) Remote attendance

Unless otherwise necessitated by a public emergency, the following shall apply to Councilmembers attending public meetings remotely:

(1) a Councilmember may only remotely attend Council meetings held in the Council Chambers. Each Councilmember may only remotely attend one public meeting per calendar year; however, the Mayor may allow a Councilmember to remotely attend additional meetings for good cause;

(2) the Mayor, or the Councilmember acting as the presiding officer, must attend the meeting in person;

(3) for each Council meeting, there may only be one Councilmember attending remotely. In the event more than one Councilmember requests to attend a meeting remotely, the Councilmember who first gave written notice to the Mayor shall be given priority; and

(4) members of boards, commissions, and committees may not remotely attend meetings.

Section 6 Public testimony at meetings

(A) Determining whether speakers are present

When a matter comes before the City Council, the Chair will open the public hearing. Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall determine if speaker's cards have been submitted by persons who intend to speak or register a position or the Mayor may inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.

(B) Public member request to speak

Any person wishing to address the City Council regarding a matter on the agenda shall complete and present a speaker's card to the City Secretary before or as soon as reasonably possible after the close of the vote on the matter. Prior to speaking, the speaker shall complete the speaker's card and sign the card under penalty of perjury, or shall, if so allowed by the Chair, be sworn by the City Attorney or other person authorized to administer oaths. Upon being recognized by the Chair, the person may speak or present testimony relevant to the matter being heard. No person may speak without first being recognized by the Chair. Each person wishing to speak on the matter shall be limited to three minutes. Speakers are advised to obtain all information necessary for their presentations prior to the meeting: The opportunity to speak is given to provide testimony rather than to question the City Council or staff. The Chair may call a speaker out of order if the speaker presents questions or requests for information that will unduly delay the transaction of business at the meeting.

(C) Identification of speaker

When called upon, the person to speak shall come to the podium and state his or her name and address. If speaking for an organization or other group, the speaker shall identify the group represented. A person who does not wish to testify may nonetheless register a position on an agenda item by completing a speaker's card. The person's position on the matter shall be read into the record but the person is not required to address the City Council.

(D) Time limits

The Chair, with the concurrence of the City Council, may alter any of the enumerated time allocations based on the complexity of the item and the number of persons wishing to speak on the item.

(E) Designation of spokesperson

To expedite matters and to avoid repetitious presentations, the designation of a

spokesperson is encouraged. Whenever any group of individuals wishes to address the City Council on the same subject matter, those individuals are encouraged to designate a spokesperson. Any person present at the meeting may, in lieu of speaking, designate a spokesperson by indicating the designation on his or her speaker's card. With the consent of the City Council, the Chair may extend the time allocation for a designated spokesperson. In this regard, three or more speakers may yield their time to a single speaker and such speaker shall be given two minutes per speaker up to a maximum of ten minutes provided that each of the persons who have agreed to yield their time to the designated spokesperson have completed a speaker's card and have indicated thereon the person's consent to the designation. The designating person's position on the matter shall be read into the record.

(F) Comments addressed to City Council

All remarks shall be addressed to the City Council as a whole and not to individual members or other speakers. Questions, if any, shall be directed to the Chair who will determine whether, or in what manner, an answer will be provided. Questions shall not be addressed to individual members or to other speakers.

(G) Questions of speakers

Members of the City Council who wish to ask questions of a speaker or each other during the public hearing portion may do so, but only after first being recognized by the Chair. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.

(H) Motion to extend a speaker's time to speak

In fairness to all speakers, a question may not be presented solely for the purpose of providing the speaker with more than the allotted time for the speaker unless a motion is made and approved extending the time for the speaker.

(I) Materials for public record

All persons interested in the matter being heard by the City Council shall be entitled to submit written evidence or remarks. All such evidence presented will be retained by the City Secretary as part of the record of the hearing, in accordance with the requirements of State law.

(J) Germane comments

No person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the Chair, but may be appealed to the full City Council.

Section 7 Staff presentations

Staff presentations will be concise and will provide factual background information on the item as well as a recommendation for the City Council. Written presentations shall, to the extent possible, be provided to the City Council before the meeting.

Section 8 Appointments to boards and commissions

(A) Appointments to boards and commissions shall, unless otherwise required by law, be made by minute action reflecting the unanimous consent of the City Council, unless a Councilmember requests that the appointment be deliberated by the City Council.

(B) In the event a Councilmember appoints an individual who resides in a District that is not the district represented by the Councilmember, the appointing Councilmember shall make a reasonable effort to discuss the appointment with the Councilmember of the district in which the proposed appointee resides prior to offering the position to the appointee.

Section 9 Citizens' comments – "Open Microphone"

(A) A portion of the regular City Council meeting is set aside for members of the public to address the City Council on any item of City business that is not formally scheduled on the agenda. Members of the public who desire to speak shall electronically register at a kiosk or complete a speaker card prior to the close of the citizens' comment period and present it to the City Secretary.

(B) A portion of City Council work session meetings and committee meetings shall be set aside for members of the public to address the City Council, or committee as the case may be, on any item that is formally scheduled on the agenda. Members of the public who desire to speak shall complete a speaker card prior to the opening of the meeting and present it to the City Secretary or the staff liaison of the committee.

(C) Citizens' comments related to items not on the agenda are generally permitted at the end of the regular City Council meeting, as specified on the agenda. A speaker's comments shall be limited to three minutes and the citizens' comment period shall not exceed thirty minutes. Speakers shall be allowed to speak on a first-come, first-to-speak basis as determined by the order in which the City Secretary receives the speaker's card provided that residents of Garland shall be given priority in the order of speakers if it appears to the chairperson that not all speakers will be able to speak within the allotted time. If at the end of the citizens' comment period all speakers who are still present and willing to speak are not offered an opportunity to speak at the meeting, those who have been allowed to speak at that meeting may not speak during the citizens' comment period at the next following meeting at which a citizens' comment period is offered until all other speakers have been allowed to speak. A speaker who was present and willing to speak at a meeting, but who was unable to speak because time ran out will be given priority in the order of speakers at

the following citizens' comment opportunity regardless of the order in which the City Secretary receives the speaker's card, again provided that residents of Garland will be given first priority in the order of speakers regardless whether such citizens were present at the previous meeting. In such event, at the subsequent meeting the chair shall provide additional time, not to exceed 30 minutes, to accommodate all of the speakers then present. It is not the intent of the City Council to limit or control the content of any speaker's message, but to hear first from residents of Garland.

(D) In compliance with the Texas Open Meetings Act, the City Council may not question, deliberate or vote on any matter raised in citizens' comments. The City Manager may request staff to provide information requested by a speaker or investigate a matter raised by the speaker.

Section 10 Rules of decorum

(A) Speakers shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting their oral comments. A speaker shall not present argument on a matter previously considered by the City Council at the same session.

(B) Persons attending City Council meetings should observe the same rules of propriety, decorum and good conduct as they would show in a courtroom, a place of worship, or at any other serious or solemn occasion during which matters of importance are being considered. Visitors will refrain from engaging in chatter, private conversations, and from making other distracting noises while the City Council is in session. Phones and other electronic devices should be set to off or silent mode. Visitors should not applaud, boo, clap, or otherwise audibly express approval or disapproval of the speech of another person in a loud and raucous manner calculated to disturb the meeting.

(C) Visitors attending City Council meetings may not bring food or drink other than water into the City Council chamber.

(D) No person shall display or cause to be displayed any sign, placard, poster or banner within the City Council chamber in such a manner as to impede the use of the aisles or exits, interfere with the use of the seating area, obstruct the view of another or in any other manner disturb or interfere with the orderly conduct of the meeting. A sign, placard, poster or banner may not exceed more than six square feet in surface area and may not be attached to any stick, pole or other appurtenance that could be used as a club or deadly weapon.

(E) Only one person at a time may stand at the speaker's podium, unless the speaker is a child or requires an interpreter or other special assistance or unless the person is appearing as a group receiving a recognition or award presented by the Mayor or City Council.

(F) No person may approach nearer the City Council than the front of the speaker's podium without leave of the Chair. A speaker may not bring to the podium any bag or

other container. Recording equipment (including cameras, microphones, tripods and supporting equipment) may not be used within any seating area or aisle in such a manner as to impede the use of the aisles or exits, interfere with the use of the seating area or obstruct the view of another, but may be set up behind the public seating area or at the sides of the City Council chamber to the front of the public seating area, no nearer to the podium than the edge of the raised portion of the City Council seating area. For safety purposes, standing or sitting in any aisle used for ingress or egress into the City Council chamber is not allowed. The maximum occupancy limitation for the City Council chamber will be enforced by the Chair. Overflow crowds may stand in the public area outside the City Council chamber provided that hallways, exits, and elevator areas must remain unobstructed.

Section 11 Waiver of rules

As referenced in RONR, certain procedural rules contained in federal law, state law or the City Charter cannot be suspended. As referenced in RONR, certain rules of order can only be suspended by two-thirds vote. Other rules may be waived or suspended by a majority vote of the Councilmembers present (but not less than five votes) when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

Section 12 Non-exclusive rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

Section 13 Non-observance of rules

Rules adopted by the City Council are solely to expedite and facilitate the transaction of the business of the City Council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by, the City Council.

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ARTICLE II

CITY COUNCIL POLICIES AND COUNCIL DIRECTIVES

Division 1 COUNCIL OPERATING PROCEDURES

Section 1 Placing items on an agenda

(A) Other than matters nominated for discussion during the “Future Agenda Items” segment of the regular agenda (as provided below), the Mayor, individually, or any two or more members of the City Council may request in writing (which includes email) that an item be placed on an agenda for consideration by the City Council as a whole. The request shall be made to the City Manager. If the request is made by a Councilmember, the member shall provide the City Manager the name or names of the member(s) who seconds the request. Unless otherwise specified by the requestor, the City Manager shall cause the item to be placed on the next available agenda of the type designated by the requestor (that is, a work session or regular agenda). The requestor must provide adequate detail of the request to the City Manager to allow proper posting of the matter under the Open Meetings Act and to provide other members of the City Council with sufficient information about the request to prepare to discuss the matter. Unless the matter is of such urgency as to constitute an emergency within the meaning provided by the Texas Open Meetings Act, or if the item requires the calling of a special meeting, the matter must be submitted not later than the close of business one week before the next meeting of the City Council.

(B) Each work session agenda prepared by the City Manager shall include a segment entitled “Future Agenda Items”. During the future agenda items segment, a member of the City Council may offer a matter for future consideration by the City Council. The suggested topic must obtain a second from one or more members of the City Council in order to be placed on a future agenda. If a second is obtained, the Mayor will direct the City Manager to place the matter on a subsequent agenda or, with the concurrence of the City Council, refer the matter to a committee.

(C) Other than routine matters placed on an agenda by staff (such as bid approvals, zoning requests, and the like) and emergency items, no matter that requires official action by the City Council will be considered without first having been discussed at a work session.

Section 2 Political and other endorsements by members of the City Council

A member of the City Council may endorse a candidate or a cause by using the Councilmember’s name and position, such as the term “Mayor, Garland, Texas”, “Councilmember, District __, Garland, Texas” or similar phrasing. A member of the City Council may not, in an endorsement, imply that the City of Garland - as an entity - has endorsed any such candidate or cause unless the City Council has formally voted as a body to provide that endorsement. In that regard, the City Council is generally constrained by

law from endorsing a candidate or cause in an election. A member of the City Council may not use a City or departmental logo or trademark in providing an endorsement of a candidate or cause in an election, nor may the member use City personnel or supplies to do so. A member of the City Council may use a City or departmental logo or trademark in the conduct of City business unrelated to an election.

Section 3 Council committees and outside boards

(A) Purpose

Due to the complexity and diversity of City government issues, City Council may elect to send some issues to a Council committee for a closer review.

The City Council may appoint from among its members, representatives to outside boards, councils and groups ("outside boards"), such as the Dallas Regional Mobility Council and the North Central Texas Council of Governments (and its sub-councils, such as the Regional Transportation Council). In order to provide a mechanism for continuous evaluation and discussion of these various issues beyond the limited time available at regularly scheduled work sessions and to properly manage its representation on outside boards, the City Council adopts this policy regarding the set up and use of Council committees and for appointments to outside boards.

(B) Assignment to committees

Agenda items may be assigned to a committee by the Mayor, with the consent of the City Council, or by the City Council.

(C) Standing committees

The City Council shall have the following standing committees, aligned with the management responsibilities assigned to City staff by the City Manager:

- ☐ Administrative Services Committee
- ☐ Audit Committee
- ☐ Community Services Committee
- ☐ Development Services Committee
- ☐ Public Safety Committee
- ☐ Transportation, Infrastructure, and Mobility Committee
- ☐ Intergovernmental Affairs Committee

Each committee, after receiving an assignment from the Council, will consider policy decisions and actions; study issues; evaluate options; and develop recommendations. The committees shall serve in an advisory capacity only, and no committee shall have any authority to make final decisions regarding the merits or resolution of any matter assigned

to or considered by it.

(D) Standing committee responsibilities

The standing committees identified below shall have the following general responsibilities:

Administrative Services Committee

Items that may typically be directed to the Administrative Services Committee include, but are not limited to:

- ☐ Additions/revisions to Council policies.
- ☐ Updates on internal procedural modifications.
- ☐ Specific budget items.

Audit Committee

The Audit Committee shall assist the City Council in fulfilling the Council's oversight responsibilities for the Internal Audit Department, reporting practices, internal control, and compliance with laws, regulations and ethics within the limits described in the City Charter. The Internal Audit Department shall have access to all information necessary to perform its functions under the City Charter (to the extent permitted by law) and shall operate independently of management and free of organizational impairments.

The Audit Committee will consist of seven members, three of whom shall be members of the City Council appointed by the Mayor, and three of whom shall be appointed by the City Manager. The Internal Auditor shall serve as a member and provide staff support to the committee. Only Councilmembers may vote.

The Audit Committee shall meet at least quarterly, or more frequently as needed, and shall:

- ☐ Review and approve the Internal Audit Charter
- ☐ Approve the Internal Audit Department Annual Plan
- ☐ Receive and consider special written requests for audits from Councilmembers and the City Manager
- ☐ Adjust the Annual Audit Plan as necessary to accommodate changes in the operating environment.
- ☐ Review the results and performance of the Internal Audit Department on a quarterly and annual basis
- ☐ Review proposed Internal Audit budget considering available resources
- ☐ Review summary of findings and recommendations of audit reports
- ☐ Review the annual external audit results and findings

Community Services Committee

Items that may typically be directed to the Community Services Committee include, but are not limited to:

- ☐ Creating new or modifying existing codes and ordinances related to parks and recreation, public health and code compliance
- ☐ Reviewing grant program applications
- ☐ Considering incentive programs for neighborhood revitalization

Development Services Committee

Items that may typically be directed to the Development Services Committee include, but are not limited to:

- ☐ Creation of new, or modification to existing codes and ordinances related to zoning, platting and building, engineering and transportation standards and requirements

Public Safety Committee

Items that may typically be directed to the Public Safety Committee include, but are not limited to:

- ☐ Additions and revisions to Council policies as they relate to public safety
- ☐ Review of local, county, state and national legislative changes as they relate to or may affect public safety
- ☐ Updates on policy modifications relating to public safety

Transportation/Infrastructure/Mobility Committee

Items that may typically be directed to the Transportation [Infrastructure/Mobility] Committee include, but are not limited to:

- ☐ Reviewing regular reports and updates regarding current street, mobility, or other transportation projects and future areas of focus
- ☐ Reviewing current policies and programs regarding infrastructure construction, replacement or rehabilitation means, methods, funding, or cost-sharing.
- ☐ Discussing research and policy considerations concerning transportation mobility
- ☐ Working with staff to explore new ideas to improve infrastructure and mobility initiatives

Intergovernmental Affairs Committee

Items that may typically be directed to the Intergovernmental Affairs Committee include, but are not limited to:

- ☐ Review Council policies as they relate to building and maintaining relationships with other governmental entities such as School Board
- ☐ Review of local, county, state and national legislative changes
- ☐ Recommending legislative agenda items to the full Council

(E) Ad hoc committees

Ad hoc committees may be created by the Mayor, with the consent of the City Council, or by the City Council, and its members appointed by the Mayor for a specific purpose, project or issue. The committee shall continue until the project is completed, at which time it will be dissolved, unless earlier dissolved by the Mayor, with the consent of the City Council. To the extent not inconsistent with the nature of ad hoc committees, ad hoc committees shall comply with the rules applicable to standing committees.

(F) Committee recommendation and Council consideration

Each committee shall prepare reports and make recommendations to the City Council at a work session regarding every matter assigned to or considered by the committee.

(G) Composition of committees

Each committee shall be composed of three members of the City Council. The Mayor shall serve as an ex officio member on each committee with the right to discuss any matter that is under consideration, but the Mayor shall have no vote nor serve as chair at the committee level. Any member of the City Council may attend any committee meeting, but only appointed members may participate in deliberations and voting. Testimony from someone not on the committee is permitted at the pleasure of the Chair.

(H) Appointments and vacancies

Within ten business days after the swearing-in of all Councilmembers after a City Council election, a Council Committee Interest Form (see sample attached) shall be completed by each member of the City Council and returned to the Mayor. Within ten business days following the submission of the Council Committee Interest Form, the Mayor shall make his or her nominations to the Council's committees and outside boards and deliver those nominations to the City Manager for distribution to the City Council, which shall be done by posting them as an agenda item in advance of the meeting at which the City Council will vote upon such nominations thereby providing the City Council at least 72 hours advance notice of the Mayor's proposed committee assignments. The City Council may accept or disapprove the Mayor's nominations. The Mayor will make nominations and

make new nominations as needed to fill vacancies, in a manner that will assure continuity on the Council's committees and outside boards.

(I) Term of office

The term of office of any member of a standing committee or outside board begins upon confirmation by the City Council. The term continues until the member has resigned from the committee or outside board and a replacement is confirmed, the City Council has voted to remove the member from the committee or outside board, or until the committee member no longer holds a position on the City Council.

(J) Chair

The Chair of each committee shall be selected by the Mayor.

(K) Convening meetings

The committee Chair shall have the responsibility for convening the committee as necessary.

(L) Minutes of meetings

Committees shall keep minutes of their meetings. The minutes shall provide a summary of all business discussed or considered, action taken, the outcome of any votes, and those persons present at committee meetings. When completed, the minutes shall be signed by the Chair and filed with the City Secretary and promptly posted on the City's website.

(M) Agenda postings

Notice of all committee meetings shall be posted in accordance with the Texas Open Meetings Act. Such notices shall be posted in a manner that contemplates the attendance of a quorum of the City Council.

A "notice of potential quorum" or other appropriate posting that complies with the requirements of the Texas Open Meetings Act shall, at the request of any councilmember, be posted for meetings and events sponsored by entities other than the City in a manner that allows for the lawful attendance and participation of a quorum of the City Council.

(N) Recommendation regarding the continuation of committees

The Mayor shall annually review the activity of existing committees to identify inactive committees and provide a report to the Council recommending which committees should be established, continued, or dissolved.

Section 4 Appointments by the City Council to outside organizations of which the City is a member

(A) Under State law or by reason of contract or other arrangement, the City is represented in the affairs of certain organizations that exist independently of the City. The City appoints, or approves the appointment of, representatives to those organizations who serve as voting members of the governing bodies of those organizations. Those persons are charged with representing the interests of the City. Currently, those organizations consist of the (1) Texas Municipal Power Agency; (2) North Texas Municipal Water District; (3) Dallas Area Rapid Transit Authority; (4) Garland Housing Finance Corporation; (5) Garland Economic Development Authority; (6) Garland Health Facilities Development Corporation; (7) Civil Service Commission; and (8) Dallas Central Appraisal District. If an organization is created subsequent to the adoption of this policy to which the City is entitled to appoint a representative to the governing body of the organization, this policy shall apply until specifically amended to apply to the organization.

(B) It is the intent of the City Council that the term of service is “at will” such that the representative may be removed without cause. If, by law, an appointment is for a definite period and an appointed representative may not be removed at will, controlling law shall prevail.

(C) In order to provide for timely appointments to the organizations, the City Council shall be advised at least sixty days in advance of the expiration of a representative’s term of office. At the time of such advice to the City Council, the City Manager shall cause a notice to be placed on the City’s website, in the Garland City Press and through other available community-related electronic communication tools such as Neighborhood Chatter and Nextdoor for a minimum of twenty-one days in order to provide citizens the opportunity to apply for the position. Such notice shall include information for the public that explains the purpose and function of the organization and the role of the appointee. At the close of the 21-day period, applications for the position, or recommended appointees to be approved by the City Council, will be presented to the City Council to allow the City Council to interview candidates for the position. At the close of the interview process, if one is held, the City Council shall make its appointment, or approval, by minute action or resolution, as prescribed by law.

(D) Persons appointed by the City Council shall provide periodic, but not less than annual, updates to the City Council regarding the activities of the organization to which they have been appointed.

Section 5 State and Federal legislation and rule-making proceedings

(A) The City Attorney, with the assistance of the City Manager, shall apprise the Intragovernmental Affairs Committee of pending matters of legislation or rule-making that may affect the interests of the City. The Mayor, Intragovernmental Affairs Committee, or any two members of the City Council may request that a legislative or rule-making

initiative be presented to the City Council for a formal determination by the City Council of endorsement or opposition. The City Attorney may, in the exercise of his or her professional discretion, determine to take action on or intervene in support of or opposition to a legislative or rule-making matter subject always, however, to the prerogatives of the City Council as the policy-making body of the City.

(B) This policy is not intended to prohibit or restrict a member of the City Council acting as a private citizen, and not on behalf of the City, from participating in legislative or rule-making matters provided the Councilmember does not in any way imply that the position of the Councilmember is the official position of the City unless the City Council has so decided. A member of the City Council may accurately represent himself or herself as an elected official and as a member of the City Council, but may not use City resources, staff, letterhead, official email, or any City-approved logo in doing so.

Section 6 Council budget for travel, business expenses, and equipment

(A) In the budget presented to the City Council for its consideration each year, the City Manager shall suggest an amount to be budgeted for the anticipated expenses of the City Council consistent with the provisions of this policy. The City Council shall consider the suggested funding and approve the amount, decrease the amount, or increase the amount as it considers necessary and proper. The funding should be sufficient to provide for City Council travel and other business expenses and City-provided equipment consistent with this policy and Article III, Section 3 of the City Charter, which provides for the reimbursement of necessary expenses incurred in the performance of a councilmember's official duties when approved by the City Council.

(B) The City Council shall provide adequate funds for travel and related expenses so that the Mayor and each member of the City Council has the opportunity to attend meetings, conferences, or events of organizations in which the City is a member if such expenses are approved by the City Council in accordance with subsection (D).

(C) The City Council shall provide adequate funds for travel and related expenses to enable the Mayor or other members of the City Council to attend meetings, events, and conferences relating to and advancing the City's interests in addition to those described in subsection (B) if such expenses are approved by the City Council in accordance with subsection (D).

(D) The expenses budgeted and authorized under subsections (B) and (C) must be approved by the City Council in advance unless the attendance of the Mayor or another member of the City Council is of such an urgent, unforeseen, and important nature that advance approval of expenses by the City Council cannot reasonably be obtained in a timely manner. Examples of urgent and unforeseen circumstances include attendance at legislative proceedings (federal/state/local), expenses made necessary by natural disasters, appearances at official business as compelled by law, and the like. Such unforeseen

expenses may be approved by the Mayor (or by the Mayor Pro Tem in the event the Mayor will incur or has incurred such expenses). The City Council retains the authority to approve any travel that has been disapproved by the Mayor (or Mayor Pro Tem, as the case may be).

(E) A Councilmember shall provide a report on any meeting attended at the expense of the City at the next regular meeting of the Council. If multiple Councilmembers attended the same event, a joint report may be made. The City Manager will provide the City Council with an annual written briefing on Council travel and related expenses.

(F) The following general rules apply to travel (in town and out-of-town) and other City-related expenses incurred by the Mayor and the City Council:

- *Registration and necessary membership fees for the organizations described in subsection (B).* Membership and registration should be completed through the office of the City Manager in advance, when possible.
- *Transportation for City-related business.* Councilmembers may select the appropriate mode of transportation. Payment or reimbursement of transportation expenses, however, will be based upon the most economical mode of transportation that is reasonable under the circumstances.
 - If a Councilmember drives a personal vehicle on City business, reimbursement will be made at the lower of either the current mileage reimbursement rate published by the United States Internal Revenue Service or the most economical airline rate to and from the destination. A mileage accounting shall be filed using the City's standard personal mileage trip sheet form and shall have attached thereto a calculation of mileage as determined by an on-line trip mileage calculator.
 - Airline reservations should be made well in advance of the trip in order to take advantage of any discounted fares.
 - Rental vehicles are authorized for out-of-town trips where the Councilmember does not have use of a personal vehicle, but only when the amount of travel while at the destination will make a rental vehicle more economical than a shared ride, complimentary shuttle or taxi service. If a rental vehicle is used, all supplemental car rental insurance and damage waivers should be declined. Car rental reservations must be made through the office of the City Manager.
- *Meals for City-related travel.* The City will pay a per diem for meals based on the current published U.S. General Services Administration (GSA) allowance. GSA allowance rates are available on-line at www.gsa.gov and will be based on the

location at which the meal purchase is made. If the location is not listed in the GSA tables, the standard rate will be used. For less than complete days spent on authorized travel, the GSA allowance will be prorated as follows: Breakfast - 20% of GSA allowance; Lunch - 30% of GSA allowance; Dinner - 50% of GSA allowance. The GSA allowance will also be reduced pro-rata for any meal for which the City will otherwise pay or the expense for which is otherwise avoided. Examples include, without limitation, a luncheon provided to attendees at a conference, a dinner provided as part of a social event related to the City business, or breakfast provided as part of the airfare to or from an event.

- *Out-of-town lodging accommodations.* The City will pay for lodging accommodations through the duration of the meeting, seminar or City-related business travel event. If accompanied by a family member or others, the Councilmember will pay any difference between the single and double- or multiple-occupancy rates, if any, for the accommodation.
- *Miscellaneous travel-related expenses allowed.* Reasonable baggage handling, parking (including valet parking fees if reasonable and necessary) tolls, service and similar gratuities and expenses are allowed while on authorized travel. Receipts are not required but the amount must be reflected on the expense report.
- *City-related equipment, office products, and supplies.* The City will provide each member of the City Council with:
 - A laptop computer or tablet with Wi-Fi or other remote access capabilities;
 - Business cards
 - A cell phone or a cell phone stipend, payable monthly
 - Official City-branded shirts and nametags

Ordering and delivery of equipment, especially computer or City-network connected equipment, must be coordinated with the Office of the City Manager in order to insure consistency of equipment capabilities and cost control. Equipment problems shall be referred to the Office of the City Manager. Each member of the City Council is responsible for promptly returning all City-provided equipment, access/ID cards, and keys (if any) to City facilities upon completion of the member's term of office. A Councilmember may, on completion of the member's term of office, purchase the laptop computer or tablet provided to that member for not less than fair market value if the device is considered obsolete and will be replaced by an upgraded device. Fair market value for the device will be determined by the City's IT department.

(G) The following expenses are categorically disallowed and will not be paid or reimbursed

by the City and may not be charged to City-issued credit or debit cards or otherwise:

- ☐ Trip or travel insurance
- ☐ The personal portion of any trip, including without limitation the expenses attributable to family or companions
- ☐ Premium or first-class lodging, transportation or meals
- ☐ Alcoholic beverages
- ☐ In-room movies, games or other entertainment
- ☐ In-room meal service fees (the meal is reimbursable if otherwise allowed under this policy)
- ☐ Valet service (with the exception of required valet parking)
- ☐ Laundry service or garment rental (with the exception of laundry service for out-of-town stays of more than seven days)
- ☐ Gratuities in excess of 20%
- ☐ Entertainment costs, including theater, movie, or sporting event tickets, recreational expenses (such as greens or cart rental fees for golf) or the like
- ☐ Political contributions or attendance at political or charitable events
- ☐ Non-mileage personal driving expenses such as repairs, traffic citations, and insurance
- ☐ Personal losses incurred while on City-related business
- ☐ Cash advances on a City-issued "P-Card"

(H) While the City Charter provides that the Mayor and the members of the City Council are entitled to be reimbursed for certain expenses, it is the policy of the City that neither the Mayor nor any Councilmember will be issued or may hold a City P-Card or other means of unilaterally charging expenses to the City. If the Mayor or a member of the City Council is owed more than \$100.00 in reimbursement, the office of the City Manager shall process an accounts payable request through the City's accounts payable system. If less than \$100.00 is owed, reimbursement may be made from an appropriate petty cash fund. If the Councilmember owes the City money, the Councilmember must reimburse the City within twenty business days after completing travel or incurring the expense. A check payable to the City shall be attached to the original, signed expense report. The City Council is responsible for enforcing this policy.

(I) The Mayor and members of the City Council may be asked, or may desire, to join outside organizations to promote the interests of the City or to sponsor such events or organizations. In such cases, unless membership in the organization has already been approved by policy (see, for example, section relating to membership in the Texas Municipal League and its affiliates), the City Council shall be provided with a brief description of the organization, what it does, what benefits to the City the sponsorship or membership in the organization will promote, frequency of meetings, and an estimate of annual costs of membership (including dues, conference fees, and travel costs). The City Council may approve a sponsorship or a membership in the organization by consensus and, if so approved, shall budget funds for associated costs. The City Council shall annually

review sponsorships or City Council memberships in outside organizations during the operating budget approval process. Some organizations may not reflect the values or ideals of the City Council as a whole. Thus, the Mayor or a member of the City Council may not commit to sponsorship, membership or participation in, or attendance at, meetings of organizations not listed in this section without the approval of the City Council except in the Councilmember's individual capacity and at the Councilmember's sole expense.

(J) The City Manager is authorized to provide a cash allocation to senior-level employees who have been assigned to accompany members of the City Council on authorized out-of-town trips to off-set incidental, out-of-pocket expenses incurred in support of official City Council functions. Any unused portion of the cash allocation shall be promptly returned to the City upon completion of the function.

Section 7 Council requests for information or services

(A) By Charter, the people of Garland have chosen a council-manager form of government. In keeping with that form of government, the City Charter specifically provides:

Neither the City Council nor any of its members shall direct or request the appointment of any person to or his removal from office by the City Manager or by any of his subordinates. However, the Council may consult and advise with the City Manager, make inquiry regarding the appointments or removals, and may express their opinion in regard thereto. In regard to administrative and executive duties under the City Manager, the Council and its members shall deal solely through the City Manager and neither the Council nor any member thereof shall give orders to any subordinates of the City Manager, either publicly or privately. Willful violation of the foregoing provisions of this Charter by any member of the Council shall constitute official misconduct and shall authorize the Council, by a vote of a majority of its membership, to expel such offending member from the Council, if found guilty after public hearing, and thereby create a vacancy in the place held by such member.

(B) The City receives many service requests, information requests, and complaints each month. Some of those requests and complaints are received through members of the City Council and some may be initiated by a member of the City Council. For requests and complaints received or initiated by a member of the City Council, this policy is intended to provide for an expeditious and thorough means of resolving such requests and complaints by providing access to the appropriate level of City management without violating the prohibition on interference contained in the City Charter.

(C) Requests and complaints received through or initiated by members of the City Council generally fall into three categories. Requests and complaints may be made either verbally or in writing, including email. The following guidelines will apply when processing

requests or complaints:

SERVICE REQUESTS	
TYPE:	REFER TO:
First time request for routine service when a response to the Councilmember is not desired. A department representative will contact the requestor if necessary.	Department service line Responsible department head or managing director Assistant City Manager or Deputy City Manager City Manager
Second or third time for routine service request when a response to the Councilmember is not desired. The department head or a representative will contact the requestor.	Responsible department head or managing director Assistant City Manager or Deputy City Manager City Manager
Routine service request involving more than one department when a response to the Councilmember is not desired.	Responsible department heads or managing directors Assistant City Manager or Deputy City Manager City Manager
Routine service request when the Councilmember desires a response.	Responsible managing director Assistant City Manager or Deputy City Manager City Manager
Service request that is not routine or that involves a major resource allocation. A response shall be provided to the Councilmember.	Assistant City Manager or Deputy City Manager City Manager

INFORMATION REQUESTS	
Information that is readily available (on file or that can be provided verbally).	Responsible department head Assistant City Manager or Deputy City Manager City Manager
Information that is available but that requires compilation or interpretation.	Assistant City Manager or Deputy City Manager City Manager
Information that involves more than one department and that requires compilation or interpretation.	Assistant City Manager or Deputy City Manager City Manager

COMPLAINTS	
Routine service complaints regarding quality or quantity of service when no response to the Councilmember is desired.	Responsible department head or managing director Assistant City Manager or Deputy City Manager City Manager
Service complaints regarding quality or quantity of service when a response to the Councilmember is requested.	Assistant City Manager or Deputy City Manager City Manager
Complaints regarding the conduct or performance of a City employee.	City Manager
Complaints involving a City policy, procedure, or ordinance.	Assistant City Manager or Deputy City Manager City Manager City Council

(D) Information regarding the submission or resolution of a service request, information request or complaint is generally public and may be shared with other members of the City Council. A member of the City Council has no expectation of secrecy regarding the submission or resolution of a service request, information request or complaint. Information received from or given to a member of the City Council is information that may be given to all members of the City Council.

Section 8 Who shall act as Mayor

The City Charter provides, “In case of the absence or disability of both the Mayor and the Mayor Pro Tempore, the remaining members of the Council shall elect one of the members to act as Mayor.” Because there may not be time to assemble a quorum to elect a person as mayor under such circumstances, and in order to increase the efficiency of government, the City Council may choose to elect a deputy mayor pro tempore to act as mayor when the Mayor and the Mayor Pro Tem are absent or disabled. If the City Council chooses to have a deputy mayor pro tempore, the election for the position shall be held at the first regular meeting of the City Council that follows the. The City Manager shall place an item on an agenda for consideration by the City Council each year.

Section 9 Communications on behalf of the City by members of boards and commissions

(A) Boards and commissions, whether established by reason of State law, the Charter, by ordinance or on an ad hoc basis, are an integral part of the municipal government process. The citizens who serve on City boards and commissions provide an important service to the citizens of Garland. Boards and commissions, and the members of those boards and commissions, do not, however, speak for the City on larger issues of City governance. The City Council is responsible for all aspects of the City’s governance and it is the legislative and policy-making body for the City.

(B) If a board or commission desires to communicate to others a position on any matter of public concern, the board or commission shall first seek approval from the City Council before engaging in such communication. The City Council will speak for the City. The City Council will determine whether and what will be the official position of the City on the issue presented by the board or commission.

Section 10 Meals for boards and commissions

The City Council shall budget for, and the City Manager shall cause to be provided, suitable meals for all meetings of the City’s boards and commissions.

Section 11 Appointments to boards and commissions; minimum meeting schedules; terms of appointment; annual election of officers; sub-committees; agendas; public comment

(A) Generally, appointments to boards and commissions shall be made by the City Council annually during the month of August. The general term of office for a council appointee begins on September 1 and expires on August 31 in the year in which the term of office of the member of the City Council who made the appointment expires. If a vacancy occurs before a term is completed, the Councilmember representing the district in which the vacancy occurs shall be responsible for nominating a replacement. *See also, Section 2 of Division 4 of this Article for the procedure regarding the recruitment and appointment of members of boards and commissions.*

(B) Unless otherwise provided by the ordinance that creates the board or commission or by controlling State law, all boards and commissions shall meet at least twice per calendar year, with a quorum of members present.

(C) Notwithstanding subsection (A) and unless otherwise provided by the ordinance that creates the board or commission or by controlling State law, the term of office of a member of a board or commission ends upon the resignation, disqualification, recall or other removal of the appointing Councilmember. A person appointed to fill a vacancy in such circumstances shall be appointed only for the unexpired term of office of the vacancy created. Provided, however, that a member of a board or commission whose term of appointment has ended may, if otherwise eligible to hold the position and subject to the provisions of Sec. 10.28 of the Code of Ordinances (providing for the automatic termination of appointment when a member files for elective office) holdover in the position until a successor is appointed by the City Council. A term of appointment ends immediately if the member of the board or commission is removed or replaced by the City Council which, as provided by Article IV, Sec. 2 of the City Charter, may be done without cause or notice.

(D) All boards and commissions, the members of which are solely appointed by the City Council, shall elect officers at the first meeting held by the board or commission on or after October 1 in each calendar year.

(E) A board or commission may, subject to the approval of the chair, create subcommittees that may include members of the public provided the subcommittee is chaired by an appointed member of the parent board. Members of such subcommittees who are not also members of the parent board shall serve *ex officio*, may not participate in official voting, and are not counted towards a quorum. To the extent practicable, subcommittees shall endeavor to abide by the policies applicable to the parent board, including the location of the meeting, the recording of proceedings, the keeping of minutes, and the like.

(F) With the exception of any board or commission that serves in a quasi-judicial capacity or other than purely as an advisory body, an item may be placed on the agenda of a board or commission by: (1) City staff; (2) the Mayor or any two or more members of the City Council; and (3) any two or more members of the board or commission. No item may be considered by the board or commission that is not directly germane to its expressed functions and duties as provided by law. An agenda will provide a section for pending

matters and a section for future agenda items to be announced, without debate, for consideration by the board or commission. Pending items will be posted to each agenda of the board or commission until action is taken on the item or the item is withdrawn by the submitter. The person designated by the City Manager as the staff liaison to the board or commission will assemble the agenda with input from staff, the members of the board or commission, and the chair, and is responsible for timely posting agendas in accordance with the Texas Open Meetings Act.

(G) With the exception of any board or commission that serves in a quasi-judicial capacity or other than purely as an advisory body, every board and commission shall allow members of the public at least three minutes to speak on matters relating to the functions and duties of the board or commission or matters on a posted agenda. The board or commission shall, to the extent practicable, abide by the provisions of these policies and the practices of the City Council with respect to public speakers.

Section 12 Boards and commissions to meet at City Hall

All regularly scheduled meetings of boards and commissions and of Council committees shall be held at City Hall except (1) when City Hall is unavailable for reasons such as multiple meetings and scheduling conflicts between meetings, inadequate space, construction and repair activities or similar circumstances which make the use of City Hall impracticable (in which event a suitable location as near as practicable to City Hall shall be used instead, and the meeting facility should be a municipal building); (2) for meetings of groups comprised primarily of minors; or (3) for non-traditional meetings such as retreats, tours, and social gatherings. Generally, all such meetings except for meetings of groups comprised primarily of minors should be held in the Work Session Room of City Hall and shall be recorded at least by audio means. The chair of the board, commission, or committee shall coordinate with the staff liaison for that board, commission or committee and with the City Secretary for the scheduling of rooms and the availability of recording equipment. The City Secretary shall publish the audio recordings of the meetings of boards, commissions (except for the Civil Service Commission and Youth Council), and Council committees on the City website.

Section 13 Annual performance and compensation review of council appointees

(A) The City Council appoints the City Manager, the City Attorney, , the Internal Auditor, and the judges of the Municipal Court. Except for the chief presiding judge and the associate judge of the Municipal Court (whose terms of office are prescribed by State law) and the City Secretary, council appointees are employed under contract, the term of which shall not exceed one year. The performance of and compensation afforded to council appointees other than the City Secretary shall be reviewed and evaluated by the City Council annually. Notwithstanding any other reference to “appointee” in this section, the determination of the performance, evaluation, compensation, and other terms of employment for the City Secretary have been assigned by the City Council to the City Manager and are not covered by this section.

(B) The City Manager shall cause the Managing Director of Human Resources to provide the City Council with:

(1) The current compensation paid and salary ranges applicable to officials with similar duties and comparable responsibilities employed by comparable municipalities in Texas; and

(2) Information regarding applicable municipal populations, departmental or functional staff support personnel, years of experience of each official in that official's present position, and benefits or perquisites provided.

(C) A copy of the information gathered by the Managing Director of Human Resources shall be forwarded to the respective appointee. The appointee may submit to the City Council comments regarding the information considered relevant for review.

(D) The City Council shall, in executive session:

(1) Meet to review the applicable performance-related goals and objectives, if any, established for each individual appointee for the preceding review period and define those goals and objectives to be considered for the next review period;

(2) Meet with each appointee individually to discuss the appointee's performance and achievements;

(3) Discuss and evaluate the appointee's performance during the preceding review period and, if applicable, the goals and objectives to be established for the next review period; and

(4) Determine the compensation, benefits, and perquisites to be afforded to the appointee.

(E) The Mayor shall notify each appointee of the compensation and benefits determinations made by the City Council and discuss with the appointee any additional comments or suggestions made by the City Council regarding such appointee. Follow-up sessions to clarify the evaluation or review progress with the City Council may be scheduled if necessary. The City Attorney shall be directed to prepare an appropriate employment agreement for each appointee who is employed under contract and that is reflective of the directions given by the City Council for that appointee. The employment agreements shall be placed on an agenda for formal approval by the City Council. Municipal judges are appointed for two-year terms, but compensation may be adjusted annually by the City Council. Note: Part-time associate judges are hired under informal contract by the presiding chief judge of the Municipal Court and are compensated in accordance with funds allocated for such purposes in the annual budget as approved by the City Council.

(F) After final approval by the City Council, the City Manager shall inform the Managing Director of Human Resources of the compensation adjustments that need to be implemented, as applicable, and shall cause the Managing Director of Human Resources to promptly prepare and process all the documentation necessary to implement the compensation determinations of the City Council as directed.

Sec. 14 Duty to maintain the integrity of sensitive or confidential information

The members of the City Council are entitled to be appropriately and timely informed of matters that may affect their ability to duly represent the interests of their constituents. However, while emergencies, police and fire activities, and similar events (“Emergency Events”) may generate significant public interest, they may not be appropriate for communications by individual members of the City Council or they may be of such a nature that City personnel cannot be expected to divert attention to providing information to members of the City Council in particular, as opposed to providing general public information. When information is provided by City personnel to the City Council in such circumstances, the information may be particularly sensitive or even confidential and its release to the public could compromise public safety, result in the release of information eventually determined to be inaccurate or may constitute confidential information that may not be released in any event due.

It is the policy of the City Council that a member of the City Council is limited to disseminating only such information regarding Emergency Events as has been officially cleared for public dissemination. No member of the City Council may insist upon a particularized briefing of developing or on-going Emergency Events to the extent that any City personnel may be distracted from fully attending to the Emergency Event. Until information has been officially released to the public, the members of the City Council shall maintain the confidentiality of all information obtained through City sources.

Division 2 MISCELLANEOUS DEVELOPMENT PROCEDURES

Section 1 Citizen-initiated street name changes

(A) Street name changes may be initiated either by the City or by citizen request. A street name change request initiated by citizen request will be considered only if 80% or more of the owners of property that will be directly affected by the street name change favor the request. A street name change request may be approved if the City Council determines that the change is in the public interest and that the name will not cause confusion, continuity or way-finding problems or otherwise adversely affect the public interest.

(B) A request to change a street name must be in writing. The application for a street name change must indicate the proposed name change, the limits (by block number) of the

name change, and the reasons for the change in name. A fee of \$500 shall be submitted with the written application for change in name to cover the cost of reviewing the proposal. If an initial determination is made that the change in name will cause confusion, continuity or way-finding problems or otherwise adversely affects the public interest, the applicant(s) shall be notified by the City and the initial application fee shall be refunded. If the proposed name is not acceptable, the applicant(s) shall be given an opportunity to propose another name before the application is disapproved. If the proposed name change is recommended for consideration to the City Council, the applicant(s) shall pay an additional fee based upon the actual costs of research of and notification to addresses that will be directly affected by the proposed name change. If the proposed name change is recommended for consideration to the City Council, the applicant(s) must obtain the written approval (an adequately descriptive petition is acceptable) of at least 80% of the affected property owners.

(C) Upon confirming that written approval has been obtained from the requisite number of affected property owners and payment of estimated sign replacement costs by the applicant(s), a public hearing shall be held by the City Council to consider the proposed name change. A name change may be made only by ordinance. If the name change is disapproved, the estimated sign replacement costs shall be refunded to the applicant(s).

Section 2 Private streets

(A) Private streets are an allowed option under the Garland Development Code. The private street option may be chosen in order to provide a means of limiting access into a development (for example, in private, gated communities), in order to maximize the amount of non-public area within a development, or for other development reasons. The City has no responsibility for any expenses related to the construction, maintenance or repair of a private street.

(B) In recognition of the possibility that a street constructed as a private street may eventually be, and occasionally are, after a period of time, turned over for public use as a public street and to ensure that private streets are built to the same standards and quality of public streets, the following standards apply:

(1) A private street is not allowed within a development without the prior approval of the City Council either through zoning approval or by separate development agreement.

(2) A private street must be designed, constructed, and maintained in accordance with the standards for public streets of the type and capacity most like the proposed private street, including width, turning radii, pedestrian ways and sidewalks, street lighting, and utility facilities.

(3) Private streets are allowed only in residential developments. Streets within a commercial or industrial development must be public. If, however, access to the

proposed street will be restricted (such as by gates or security personnel) the streets must be private. Limited access public streets are not allowed.

(4) The City is not responsible for the construction or maintenance of any aspect of a private street, including repairs or other maintenance. Accordingly, some perpetual funding source (such as an assessment-levying capable homeowners' association) for repairs must be provided for all maintenance of a private street.

(5) Only the City Council has authority to accept the public dedication of a street formerly constructed or used as a private street, and the City Council will only do so under the following conditions:

(a) The street meets all City requirements as to design and construction standards - upgrades to meet current City standards must be completed prior to the acceptance of the dedication;

(b) The area to be dedicated as a public street includes adequate room for sidewalks, street lighting, and utilities;

(c) The street provides adequate accessibility for emergency vehicles; and


(d) All gates and other limits to accessibility have been or will be removed without cost to the City prior to the acceptance of the dedication.

(C) Design plans for all proposed private streets shall be submitted for approval to the Department of Engineering in the same manner that plans for public streets are submitted. Approval or disapproval by the Department of Engineering will be determined in reference to this policy. A request for a variance from the requirements of this policy must be submitted to the City Council for approval or disapproval.

Section 3 Additional public notification of City activities

(A) In order to encourage public awareness of and participation in City matters, timely prior notification to the public must be given in addition to that contemplated by the Texas Open Meetings Act or other laws relating to specific notifications such as zoning changes, tax rates, and budget approval. This policy is intended to supplement the notifications required by law, including those contained in the Charter, the Code of Ordinances, and the Garland Development Code.

(B) The City shall endeavor to provide notice of the following matters at the earliest practical opportunity but, of course, no later than otherwise required by law:

- ☐ Adoption or amendment of the City's comprehensive plan
-  Changes to the thoroughfare plan

- ☐ Changes to the City's municipal boundaries (whether by annexation or dis-annexation or by boundary adjustment agreement with another municipality)
- ☐ Changes to the City's territorial jurisdiction
- ☐ Amendments to the Garland Development Code
- ☐ Adoption or amendment of the annual City budget
- ☐ Adoption or amendment of the capital improvements budget
- ☐ Revisions to flood insurance rate maps and flood boundary-floodway maps affecting the City
- ☐ Special paving or drainage assessment projects

(C) In addition to posting, publication, and delivery of notice as required by law, the City shall endeavor to provide notice by mail, by email, or by other electronic delivery means to homeowners' associations and civic groups that have previously registered with the City Secretary for such purposes. An association or group must register in writing on a form or in a format provided by the City Secretary and shall provide at minimum a mailing address, an email address, and the phone number for the person designated to be the point of contact for the association or group.

Division 3 FINANCIAL AND FISCAL INTEGRITY PROCEDURES

Section 1 Rotation of outside auditing firms for annual audits

The City is required by Charter and State law to have performed annually an independent audit of accounts and other financial transactions of the City by an outside auditor. The integrity and quality of the audit is of paramount concern to the City, to its citizens, and to those considering investments in or transactions with the City. The Audit Committee and staff shall review the outside audit each year to determine whether the City Council should consider a change in the firm conducting the outside audit or a change in the senior auditor in keeping with the goals stated in this policy.

Section 2 Financial policy; statement of investment strategy; statement of investment policy

(A) The City Council shall annually adopt, by resolution or minute action, a financial policy, a statement of investment strategy, and a statement of investment policy as required by and in conformance with State law. The following constitute the City's financial policies and statements of investments strategy and investment policy:

(B) *Statement of financial policy*

General Principles:

- ☐ The City shall maintain an operating position in all governmental funds such that annual expenditures shall not exceed annual resources, including fund balance.

- ☐ The City shall maintain an operating position in all proprietary funds such that annual expenses shall not exceed annual resources, including retained earnings.
- ☐ The City shall protect the physical assets of the City to ensure the value, integrity, and utility of these major investments of the City's resources.
- ☐ This policy shall be reviewed and updated periodically and will be presented to the City Council for approval of any significant changes.

Operating Condition:

- ☐ A multi-year financial forecast shall be prepared annually projecting revenues and expenditures for all operating funds. This forecast shall be used as a planning tool in developing the following year's operating budget.
- ☐ Rates, fees, and charges for service shall be reviewed annually and adjusted as necessary to respond to cost increases or other changing circumstances.
- ☐ Activities within enterprise funds shall be budgeted so that revenues support costs of service, satisfy all revenue bond covenants, and provide adequate cash flows.
- ☐ Insurance coverage shall be examined annually to ensure that policy limits are adequate and in compliance with revenue bond covenants.
- ☐ Estimated costs and funding sources shall be identified prior to any project being submitted for approval by the City Council.

Debt Management:

- ☐ Debt shall not be used for funding current expenses.
- ☐ Bonds shall be sold only to finance long-term capital projects.
- ☐ A project shall not be financed over a period longer than the estimated life of that project.
- ☐ On all capital projects considered by Council, a disclosure statement shall be included, where appropriate, to identify annual operating costs of each project.
- ☐ The City shall prepare a multi-year Capital Improvement Program (CIP), updated annually, which will meet the anticipated growth requirements of the City. The CIP shall be adopted by the City Council as a guide for staff in planning the subsequent year's capital and financing needs.

- ☐ Total tax-supported debt shall be maintained so as not to exceed five percent (5%) of the total assessed valuation of taxable property.

Financial Condition:

- ☐ The City shall budget available resources to maintain an ending “fund balance” requirement in each fund according to the following definitions and guidelines:
 - General Fund - 30 days of budget-based operating expenditures less debt service. “Fund balance” is defined as the unreserved, undesignated portion of total assets minus total liabilities.
 - Enterprise Funds - 45 days of budget-based operating expenditures including debt service. “Fund balance” is defined as current assets minus current liabilities, excluding non-budgetary adjustments. The Water Fund shall also have a fund balance goal of 60 days of budget-based operating expenditures including debt service to supplement the 45 day requirement and mitigate against unexpected declines in revenue due to weather volatility.
- ☐ Before the City budgets any resources from a “fund balance”, as defined above, for the respective fund types, the “working cash” (cash and investment balances) of each fund shall be analyzed to ensure that adequate liquidity is projected to be available for cash flow purposes.
- ☐ All Internal Service Funds shall be fully self-supporting to the extent that any retained earnings deficit shall be fully recovered in the subsequent fiscal year through increased charges to benefiting departments. Self-insurance reserves shall be actuarially determined and periodically reviewed to evaluate experience and degree of risk assumptions. The City Council may opt, on an annual basis, to adjust fund balance targets in specific funds to meet short-term economic or other circumstances.

Asset Maintenance:

- ☐ In addition to anticipated growth requirements of the City, the Multi-year CIP will identify major infrastructure repair and rehabilitation needs.
- ☐ The City will prepare and maintain a facilities master plan. This document will serve as a management tool to project space needs including construction or modification of facilities.
- ☐ Repair, renovation, and maintenance shall be regularly performed to protect the life of the assets and to ensure their safety and utility. A systematic program of

routine and preventive maintenance shall be developed based on need identification and prioritization.

- ☐ The Annual Operating Budget will provide sufficient funding levels for ongoing maintenance of the infrastructure.

Accounting, Auditing, and Financial Reporting:

- ☐ Accounting systems shall produce information that is consistent with generally accepted accounting principles for governmental entities.
- ☐ An annual comprehensive audit shall be conducted of all funds by an independent public accounting firm in accordance with these financial policies. A policy of full disclosure on every financial report and official statement shall be followed.
- ☐ Year-end net revenues of the electric system and the combined water and sewer system shall be maintained at a level sufficient to cover average annual revenue debt service requirements and current year revenue debt service requirements by at least 1.25 times.
- ☐ A condensed year-end Electric Utility financial report shall be prepared and given widespread circulation to the ratepayers and taxpayers of the City.

Responsibility and Authority:

- ☐ The City Manager shall have accountability to the City Council concerning the financial strategies outlined in this policy. However, the City Council shall not be involved in the day-to-day implementation of the financial strategies outlined in this policy and no Councilmember – including the Mayor - shall unilaterally direct the City Manager or his staff to take or refrain from any action related to this policy or the authorizations contained herein.
- ☐ The City Manager is authorized to approve and execute by and on behalf of the City purchases or other contracts requiring expenditures up to and including the amount of \$250,000.00. The Purchasing Director, as directed by the City Manager, shall have the authority to purchase or contract for all goods and services needed by any department of the City or by any agency that derives its support wholly or in part from the City.
- ☐ The City Manager or his designee has the authority to authorize, approve, and execute by and on behalf of the City internal directives, procedures, and protocols meeting the minimum requirements of the State of Texas for home-rule municipalities; determine the method of procurement, in accordance with state law, that provides the best value for the City; approve, in accordance with the

requirements of law, change orders in the event it becomes necessary to make changes after the purchase or performance of a contract has commenced.

- The City Manager has authority for delegating financial transaction responsibilities to appropriate organizational levels for the efficient operation of the City.

(C) *Statement of investment strategy*

Chapter 2256 of the Texas Government Code requires the City to adopt a separate written investment strategy for each of the funds or group of funds under its control. Effective investment strategy development coordinates the objectives of the City's investment policy and cash management procedures to reduce investment risk and enhance interest income. The following investment strategy describes the investment objectives for each fund or group of funds using the following priorities in order of importance:

- (1) Suitability
- (2) Safety of principal
- (3) Liquidity
- (4) Marketability of the investment before maturity
- (5) Diversification
- (6) Yield

This investment strategy applies to the investment and management of all funds under direct authority of the City of Garland. Each of the City's funds or group of funds has varying cash flow requirements and liquidity needs. Specific strategies shall be implemented considering that fund or group of funds' unique requirements. The City's funds are invested according to the following fund types:

Operating Funds:

Investments for operating funds shall be scheduled to meet the daily cash flow demand of the City with their stated final maturities and have a stated final maturity of three years or less from the date of purchase. Operating fund portfolios include the treasury portfolio.

Suitability - All investments authorized in the Statement of Investment Policy are suitable for Operating Funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Operating Funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Constant \$1 NAV investment pools and money market mutual funds shall be an integral component in maintaining daily liquidity. A dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date for each security. Purchased securities will have a stated final maturity of three years or less from the date of purchase.

Diversification - Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks will be reduced through diversification among authorized investments.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Operating Funds shall be the trailing average of the constant maturity treasury ("CMT") (as published by the Federal Reserve) that most closely matches the weighted average maturity of the portfolio. For Operating Funds, it is expected this will be the six month trailing average of the six-month CMT.

Debt Service Funds:

Investments for debt service funds shall mature on or before the next debt service date. Purchased securities will be highly liquid with very short term maturities because of the near term cash flow requirements. Debt service funds include the general obligation debt service fund and the revenue bond debt service fund.

Suitability - All short term, high quality securities that are authorized in the Statement of Investment Policy and are in compliance with applicable bond ordinances are suitable for debt service funds.

Safety of Principal - All investments shall be high quality securities with no perceived default risk. Purchased securities shall have a stated final maturity date on or before the next debt service date.

Marketability - Securities with active and efficient secondary markets will be purchased although unanticipated cash requirements are not probable.

Liquidity - Debt service funds have predictable cash requirements. Investment maturities shall not exceed the anticipated cash flow requirements.

Diversification - Market conditions will greatly influence the selection of maturities and security types. At no time shall maturities go beyond debt service payment

dates.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for debt service funds shall be the trailing average of the CMT that most closely matches the weighted average maturity of the portfolio. For Debt Service Funds, it is expected this will be the three month trailing average of the three-month CMT.

Reserve Funds:

Investments for reserve funds have as their primary objective the ability to generate a dependable revenue stream with a low degree of volatility. Purchased securities will be of high quality with short to intermediate term maturities. Reserve fund portfolios include the revenue bond reserve fund and the rate mitigation fund.

Suitability - All securities that are authorized in the Statement of Investment Policy except as may be restricted by bond ordinance are suitable for reserve funds.

Safety of Principal - All investments shall be short to intermediate term, high quality securities, with no perceived default risk.

Marketability - Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Liquidity - Unless there are anticipated cash flow requirements, reserve funds generally do not require a high degree of daily liquidity. Purchased securities shall have a stated final maturity date of five years or less from the date of purchase.

Diversification - Market conditions will greatly influence the selection of maturities and security types. Securities shall be of high quality, with short to intermediate term maturities. A dollar weighted average maturity of 3 years or less will be calculated using the stated final maturity date for each security.

Yield - The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for reserve funds shall be the trailing average of the CMT that most closely matches the weighted average maturity of the portfolio. For Reserve Funds, it is expected this will be the one year trailing average of the one-year CMT.

(D) *Statement of investment policy*

Chapter 2256 of the Texas Government Code requires the City to annually adopt rules governing its investment practices and to define the authority of its investment officers. This investment policy applies to the investment and management of all funds under direct authority of the City. These funds include all governmental, proprietary, and trust and

agency funds which are accounted for in the City's Comprehensive Annual Financial Report. The Employees Deferred Compensation Agency Fund and the Other Post Employment Benefit Trust Fund are excluded from coverage under this Policy.

(1) Investment of funds will be governed by the following investment objectives, in order of priority:

Preservation and safety of principal - Preservation of capital is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of a security or from erosion of market value.

Liquidity - The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which can be reasonably anticipated. Liquidity will be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield - The investment portfolio of the City shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. The Director of Financial Services will from time to time establish performance measures and goals for the portfolio rates of return. Efforts to seek returns higher than the established goals must be consistent with risk limitations identified in this policy and prudent investment principles.

(2) Responsibility for the management of the investment program is assigned to the Director of Financial Services. Other individuals authorized as investment officials by the City Council are the Cash and Debt Manager and the Controller. Investment authority of all investment officers shall conform to all applicable Federal and Texas laws, the City Charter, the ordinances of the City, the Statement of Investment Strategy, and this Statement of Investment Policy. The Director shall establish written procedures for the operation of the investment program, consistent with this Statement of Investment Policy. No person may engage in an investment transaction or the management of City funds except as provided under the terms of this Statement of Investment Policy, the Statement of Investment Strategy, and the procedures established by the Director of Financial Services.

(3) An Investment Committee comprised of the City Manager, the Director of Financial Services, the Cash and Debt Manager, the Controller, and the City's investment advisor, if the City has contracted with an advisor, will meet on a quarterly basis. The investment advisor is a non-voting member of the Investment Committee.

The primary objective of the Committee will be to review general strategies and policies, monitor investment program results, select independent training sources, and authorize securities dealers.

(4) Each investment officer shall attend not less than ten hours of instruction relating to investment responsibilities during the first year of employment and not less than 8 hours of instruction relating to investment responsibilities every two years thereafter. Training must be provided by an independent source approved by the Investment Committee.

(5) The City may contract with an investment advisor, who shall adhere to the spirit, philosophy and specific term of this Statement of Investment Policy. The investment advisor shall invest on behalf of the City using the standard of care described in Sec. 2256.006 of the Texas Government Code and in this Statement of Investment Policy. The investment advisor must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940 as well as with the Texas State Securities Board. Investment advisors may assist the City with the management of the City's funds and similar responsibilities including, but not limited to, the review of investment policy, development of appropriate investment strategies, security analysis, trade execution, security clearance, broker-dealer compliance, investment reporting and security documentation.

(6) The Director of Financial Services shall establish a system of internal controls which shall be documented in writing. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by investment officials. Controls deemed most important include: control of collusion, separation of duties, separating transaction authority from accounting and recordkeeping, custodial safekeeping, avoidance of bearer-form securities, clear delegation of authority, specific limitations regarding securities losses and remedial action, written confirmation of telephone transactions, minimizing the number of authorized investment officials, and documentation of and rationale for transactions.

(7) In conjunction with the annual independent audit required by law and the City Charter, the City's independent auditor shall review the investment records for the end of each quarter. The independent auditor shall report the results of the review directly to the City Council.

(8) The City's investment officers shall be governed by the standard of care applicable to a prudent investor as described in Sec. 2256.006 of the Texas Government Code and in this Statement of Investment Policy. Investments shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived.

(9) In applying the "prudent person" rule, the investment officer shall exercise prudence with respect to the management and investment of all funds over which the officer has responsibility and control. The investment officer must determine whether investment

decisions are consistent with this Statement of Investment Policy.

(10) All participants in the investment program shall act responsibly as custodians of the public trust. Investment officials will avoid any transaction that might impair public confidence in the City's ability to govern effectively. Investment officers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism which is worthy of the public trust. Nevertheless, the City Council recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

(11) Investment officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for market price changes, provided that these changes are reported immediately and that appropriate action is taken to control adverse developments.

(12) The investment instruments authorized for purchase by the City are limited to:

- ☐ Direct obligations of the United States government with a stated final maturity of five years or less from the date of purchase.
- ☐ Debentures or discount notes with a stated final maturity of five years or less from the date of purchase issued by, guaranteed by, or for which the credit of any of the following Federal agencies and instrumentalities is pledged for payment: Federal National Mortgage Association (FNMA or Fannie Mae), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac), Federal Agricultural Mortgage Corporation (FarmerMAC), Export-Import Bank of the United States (EXIM Bank), and the Private Export Funding Corporation (PEFCO).
- ☐ Bonds or other interest bearing obligations having a stated final maturity of five years or less from the date of purchase of which the principal and interest are guaranteed by the full faith and credit of the United States government.
- ☐ Repurchase agreements collateralized with U.S. Treasury securities at a minimum market value of 102 percent of the dollar value of the transaction, with any accrued interest accumulated on the collateral included in the calculation. Eligible collateral will have a maximum maturity of ten years. Repurchase agreements may be entered into only with primary government securities dealers who have executed a City approved Master Repurchase Agreement. Collateral shall be delivered to and held by the City's third party safekeeping agent. As used herein, the term "repurchase agreement" includes direct security repurchase agreements and reverse security repurchase agreements. A written master repurchase agreement shall be established

between the City and the seller prior to purchase. The maximum term for direct security repurchase agreements and reverse security repurchase agreements will be 90 days or less. Funds received under the terms of a reverse security repurchase agreement may not be used to purchase any investment whose final maturity date exceeds the expiration of the reverse.

- ☐ Certificates of deposit issued by a depository institution that has its main office or branch office in Texas if:
 - Such certificates of deposit are: (i) guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or (ii) secured by obligations described in subsection (1) or (2) above, and the collateral will be held by the City's third party custodian; or
 - Such depository institution contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Texas Government Code; or
 - Such certificates of deposit are brokered by an authorized broker/dealer that has its main office or a branch office in Texas who or which contractually agrees to place the funds in federally insured depository institutions in accordance with the conditions prescribed in Section 2256.010(b) of the Texas Government Code.
- ☐ SEC registered no-load money market mutual funds with a dollar-weighted average portfolio maturity of 60 days or less. Assets will consist exclusively of those securities listed above. The investment objective of the fund is to maintain a stable \$1 net asset value. The maximum stated maturity of the fund will be 13 months.
- ☐ State or local investment pools organized under the Interlocal Cooperation Act. The investment pool must be rated no lower than investment grade by at least one nationally recognized rating agency and have a dollar-weighted average portfolio maturity of 60 days or less. Assets will consist exclusively of those securities listed above. The investment objective of the pool is to maintain a stable \$1 net asset value. All securities owned in the pool will have a stated remaining maturity of thirteen (13) months.
- ☐ Commercial paper rated not less than A1 or P1 or an equivalent rating by at least two nationally recognized credit rating agencies or one nationally recognized credit rating agency and that is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state. The securities must have a stated maturity of 270 days or less from the date of purchase. No more than 5% of any one issuer may be held and no more than 25% of any fund or group of funds will be invested in commercial paper. Physical delivery securities

are ineligible.

- Obligations of states, agencies, cities, and other political subdivisions of any state rated not less than A or an equivalent rating by at least two nationally recognized credit rating agencies.

(13) The credit rating of investment instruments will be continuously monitored through daily market participation and through the monthly mark-to-market pricing of securities. The liquidation of an investment instrument will be considered if its credit rating falls below minimums stated in this statement of investment policy.

(14) The City is expressly prohibited from entering into options trading or futures contracts, hedging or purchasing any security which is not authorized by Texas state law.

(15) As an integral part of this statement of investment policy, the City shall adopt a separate written statement of investment strategy for each fund or group of funds. Each investment strategy shall describe the investment objectives of each fund or group of funds according to the following order of importance:

- (a) Suitability
- (b) Preservation and safety of principal
- (c) Liquidity
- (d) Marketability of the investment before maturity
- (e) Diversification
- (f) Yield

(16) Securities purchased for the City's portfolios will be delivered by book entry and will be held in third party safekeeping by a Federal Reserve member financial institution designated as the City's custody and safekeeping agent.

(17) The City will execute safekeeping agreements prior to utilizing the custodian's safekeeping services. The safekeeping agreement must provide that the safekeeping agent will immediately record and promptly issue and deliver a safekeeping receipt showing the receipt and the identification of the security, as well as the City's interest. All securities owned by the City will be held in a customer account naming the City as the customer.

(18) All security transactions will be on a delivery versus payment basis to the City's third party custody and safekeeping agent through the Federal Reserve Bank wire system. In this manner, the City will always have possession of either the securities or moneys.

- (19) Custody and safekeeping procedures will be reviewed annually by the independent auditor.
- (20) The City seeks active portfolio management to enhance total returns within the guidelines of this policy. Investment decisions should not incur unreasonable investment risk in order to obtain investment income. The City will not make investments for the purpose of trading or speculation.
- (21) Each investment transaction must be based on competitive quotations from at least three securities dealers authorized to engage investment transactions with the City.
- (22) Authorized investment officers shall access real-time electronic financial information to monitor the market price of acquired investments. The pricing information will be used to verify the accuracy of quoted prices for a potential purchase or sale to ensure that a fair market price is attained.
- (23) If the City has contracted with an investment advisor it shall be the responsibility of the investment advisor to solicit competitive quotations from at least three securities dealers, to document and disclose those offers to the City, and to ensure a fair market price is obtained.
- (24) In managing its investment portfolio, the City will avoid any purchase of investments, or any investment practice or procedure which is not specifically authorized under this policy.
- (25) It is the policy of the City to avoid concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The allocation of assets in the portfolios should be flexible depending upon the outlook for the economy and the securities markets. In establishing specific diversification strategies, the following general policies and constraints shall apply.
- (a) Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide for stability of income and reasonable liquidity.
 - (b) To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements.
 - (c) Risks of market price volatility shall be controlled through maturity diversification.
 - (d) The placement of investment transactions and the gathering of market information shall be diversified among all authorized brokers.
- (26) A qualified financial institution shall be selected to serve as the City's primary

depository through a bank services procurement process, which shall include a formal request for application issued at least every five years. In selecting a depository, the City shall consider various criteria as specified prior to the issuance of the request for application. Financial institutions located outside of the city boundaries may be considered to participate in the request for application process provided the City has adopted a policy permitting it.

(27) Upon selection, the financial institution shall comply with the requirements and agreements identified in the request for application. The financial institution is required to comply with the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code.

(28) Consistent with the requirements of State law, the City requires all bank and savings bank deposits to be federally insured, fully secured through an FHLB standby letter of credit or collateralized with eligible securities in accordance with the Public Funds Collateral Act, Chapter 2257 of the Texas Government Code. Eligible securities as defined in Chapter 2257 shall be deposited with a third party custodian prior to the deposit of City funds. The City reserves the right to accept or reject any form of collateral, at its discretion. The pledged collateral must be maintained at all times during the term of the depository contract at required levels. In order to perfect the City's security interest in the pledged collateral under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), it is required that a collateral agreement between the City and the depository be signed by both parties prior to the deposit of City funds. The collateral agreement must be approved by the depository's board of directors or its loan committee, which approval shall be reflected in the minutes of the board or committee. The signed collateral agreement, board resolution, and minutes certifying the approval of the collateral agreement must be presented to the City prior to the deposit of City funds.

(29) Government security broker/dealers authorized to engage in investment transactions with the City will be selected on the basis of their financial stability, expertise in cash management for local government and their ability to service the City's account. The qualifications of prospective broker/dealers will be determined from a completed broker/dealer questionnaire, personal interview and reference checks.

(30) Before engaging in investment transactions with the City, a prospective securities broker/dealer must provide a written instrument certifying that the securities broker/dealer has received and has thoroughly reviewed the City's Statement of Investment Policy A prospective securities broker/dealer must provide evidence of registration with FINRA and the State of Texas Securities Commission. Qualified broker/dealers authorized to engage in investment transactions with the City are required to regularly submit their most recent audited financial statements to the City.

(31) If the City has retained a registered investment advisor for the management of its funds, the advisor shall be responsible for performing due diligence on and maintain a list

of broker/dealers with which it shall transact business on behalf of the City. The advisor shall annually present a list of its authorized broker/dealers to the City for review. The advisor shall confirm in writing that the advisor has reviewed the City's investment policies and has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities on behalf of the City. The advisor shall obtain and document competitive bids and offers on all transactions and present those to the City as part of its standard trade documentation.

(32) The Investment Committee will adopt and annually review the list of dealers authorized to engage in investment transactions with the City.

(33) The investment officer shall prepare and submit to the City Council and management on a quarterly basis an investment report for each fund and fund group which describes in detail the current investment position, states the beginning market value, the additions and changes to market value, and ending market value for each pooled fund, states the book value and market value of each separately invested asset at the beginning and end of the reporting period, states the maturity date of each separately invested asset, states the fund for which each individual investment was acquired and states compliance of each fund group with this Statement of Investment Strategy, the Public Funds Investment Act, and with generally accepted accounting principles. The report shall also summarize and present, on a combined portfolio basis, total market valuation, total realized gains and losses, total unrealized gains and losses, distribution by maturity sector, and distribution by security type. The report will also indicate, by portfolio, total investments held and total interest income earned on a full accrual basis. The report may comment on current investment approaches and other items significant to the investment program. The report shall be signed by the Director of Financial Services and the investment officer. The investment report presented at the end of the fiscal year may also include a review of the investment activities and earnings for the entire fiscal year for each fund or fund group, discuss investment techniques, and suggest improvements which will enhance the investment program and present an investment plan for the ensuing fiscal year. The report may discuss other significant issues related to the investment program.

(34) Investment officers of the City shall refrain from personal and business activities involving any of the City's custodians, depositories, broker/dealers or investment advisors which may influence the officers' ability to conduct the officer's duties in an unbiased manner. Investment officers will not utilize investment advice concerning specific securities or classes of securities obtained in the transaction of the City's business for personal investment decisions, will in all respects subordinate their personal investment transactions to those of the City (particularly with regard to the timing of purchase and sales), and will keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

(35) This statement of investment policy and the statement of investment strategy will be reviewed annually by the City Council. Upon completion of the review, the City Council

will acknowledge by resolution or minute action that it has reviewed the investment policy and investment strategy. Periodic revisions to the investment policy, the statement of investment policy, and the statement of investment strategy may be approved by the City Council.

Section 3 Detecting, investigating, and preventing fraud, waste, and abuse

(A) For purposes of this section:

“Fraud” includes, without limitation:

- ☐ Forgery, alteration, or unauthorized negotiation or presentment of a check, warrant, bank draft, or any other financial document of the City or its affiliates including electronic transfer of funds
- ☐ Theft of City property, including money or other thing of value
- ☐ Misappropriation of City funds, securities, supplies, or other assets
- ☐ Impropriety in the handling or reporting of money or financial transaction
- ☐ Profiteering as a result of insider knowledge of City operations
- ☐ Disclosing to another for improper gain and without authorization any confidential or proprietary information of the City
- ☐ The receipt of kick-backs, bribes or improper gifts
- ☐ Sabotage or other acts of intentional damage to City resources, including improper access or damage to a City database

“Waste” means the loss or misuse of City resources that result from deficient practices, system controls or decisions. A non-exclusive example of waste includes a violation of the City’s non-idle policy, that is, waste of fuel by needlessly allowing a vehicle to idle.

“Abuse” means the intentional, wrongful or improper use of resources or misuse of rank, position or authority that causes the loss or misuse of City property or resources such as tools, vehicles, computers, fuel, or employee time. Non-exclusive examples of abuse include using City equipment or supplies to conduct personal business and using non-confidential information to get new customers for an employee’s outside business.

(B) The City Manager shall be primarily responsible for preventing and detecting fraud, waste, and abuse involving City employees. The City Manager shall require his managerial employees to be responsible for initiating preventive measures where appropriate, to be familiar with the types of improprieties that might occur within the managerial employee’s area of responsibility, and to be alert for any indication of fraud, waste or abuse. The City Manager shall establish by directive rules for City employees regarding fraud, waste, and abuse consistent with the provisions of this policy. The directives shall apply to all employees of the City Manager and without regard to a suspected employee’s length of service or position. The directives shall require that any employee who detects or suspects an incident of fraud, waste or abuse shall immediately report the same to the next higher

level of supervision in the employee's chain of command. If the person in the next higher level of supervision is also suspected of fraud, waste or abuse, the employee shall report the fraud, waste or abuse to the Managing Director responsible for the department to which the employee is assigned. The directives shall allow an employee to by-pass the chain of command by reporting suspected fraud, waste or abuse to the hotline described below.

(C) The provisions of this policy apply to persons doing business with the City.

(D) The Internal Auditor shall establish and operate, with the cooperation of the City Manager, a "hotline" phone number or on-line intake system to which a person may anonymously report fraud, waste or abuse. A fraud, waste, and abuse hotline poster shall be developed by the City Manager and the Internal Auditor and shall be displayed at prominent locations throughout City buildings. The poster shall include information as to how an allegation may be reported through the hotline system.

(E) As a general rule, the Internal Auditor has primary responsibility to investigate allegations of fraud and the City Manager has primary responsibility to investigate allegations of waste and abuse. No definitive rule is established by this policy, however, due to the unique circumstances of any given case. Some allegations of fraud - the theft of minor office supplies, for example - while serious, are matters to be addressed through the City Manager for appropriate action. An allegation of abuse or waste, on the other hand, may involve a criminal offense or have such substantial consequences to the interests of the City that the Internal Auditor should have the primary responsibility for investigation. An allegation that relates to an employment dispute (disagreement with management decisions or style, workers compensation issues, claims of discrimination or workplace grievances and such) shall be referred to the Managing Director of Human Resources to be handled in accordance with controlling law and City policies. The City Manager, the Internal Auditor, and the City Attorney are directed to cooperate in determining the best means of protecting the City's interests.

(F) When the Internal Auditor receives an allegation of fraud, waste or abuse, the Internal Auditor shall:

(1) Determine whether the Internal Auditor or the City Manager has primary responsibility over the allegation as provided in this policy and proceed accordingly;

(2) If the Internal Auditor has primary responsibility, perform an initial investigation to determine whether the complaint alleges reasonable cause to continue with an investigation; and

(3) If the complaint alleges a serious instance of fraud, waste or abuse under this policy, refer the complaint to the Fraud, Waste, and Abuse Committee (as described below) for further discussion and direction.

(G) The Fraud, Waste, and Abuse Committee consists of the Chair of the Audit

Committee, the Internal Auditor, the City Manager, the City Attorney, and the Managing Director of Human Resources. The Chief of Police may be made a member of the committee if an allegation includes conduct that may constitute a crime or the standing committee may refer a matter to the Chief of Police for criminal investigation.

(H) The Internal Auditor, in coordination with the Fraud, Waste, and Abuse Committee, shall report serious incidents to the City Council either directly or through a report to the Audit Committee, which shall then report the matter to the City Council. The report generally should not include the names of persons involved in the incident. Minor or non-serious incidents are generally internal management issues and reports of such to the City Council are not appropriate. The director of the department in which the incident arose shall, however, provide a written report to the City Manager regarding what actions were taken in response and what corrective actions will be taken to prevent recurrences.

Section 4 Qualifications for doing business with the City

(A) For purposes of this policy, “person” includes: (1) an individual; (2) a majority owner or principal of a corporation, partnership, association, or limited liability company; (3) shareholders in a business entity with five or fewer shareholders; and (4) majority owned affiliates of the foregoing.

(B) It is the policy of the City Council that the City not engage in business with a person who has been convicted of any state or federal felony offense. The City shall not, except as provided in this policy, enter into or renew a contract to purchase, sell, or lease goods or services to or from any person who has been: (1) convicted of a state or federal felony; or (2) convicted or fined in excess of \$50,000 on certain state or federal discrimination offenses. A conviction includes a probated sentence, a deferred adjudication, or similar disposition. Discrimination charges include only those brought for discrimination based on race, gender or religion.

(C) This policy does not apply when:

(1) At least three years have elapsed between the conviction and the approval of the contract;

(2) The contract does not require City Council approval;

(3) Anything of value is paid or given to a person as an informant or participant in a crime stopper program; or

(4) The City Council determines that application of this policy to a proposed contract would cause financial hardship to the City by its application (in which event the City Council may waive the application of this policy by the affirmative vote of not less than six members of the City Council).

(D) For bid applications that may result in a contract award by the City Council, the bidder shall include a certification in the offer that the bidder is not disqualified by the application of this policy.

Division 4 STANDARD OPERATING PROCEDURES AND HOUSEKEEPING RULES

Section 1 National Night Out

National Night Out is an event recognized throughout the United States and Canada and held annually on the first Tuesday in August (October in Texas). It is designed to heighten crime and drug prevention awareness, generate support for and participation in local anti-crime programs, strengthen neighborhood spirit and police-community partnerships, and send a message to criminals letting them know that neighborhoods are organized and fighting back. Because the scheduled National Night Out often conflicts with the regularly scheduled first regular council meeting in October, a rescheduling of that meeting is necessary. Therefore, the first regular meeting of each October, normally held on the first Tuesday of the month, shall be rescheduled either to the first Monday of the month or to the second Tuesday of the month, when there are five Tuesdays in the month. The City Manager shall advise the City Council of scheduling options in order that the City Council may take action to reschedule the meeting not later than the second regular meeting in September.

Section 2 Board and commission appointments

(A) In May and June of every year, the City will, through the Garland City Press or similar distributions, including the city website, Garland City Press Briefs, Neighborhood Chatter, Nextdoor and other available community-related electronic communication tools, include information for the public that explains the purpose and function of every board and commission appointed by the City Council, except the Garland Youth Council. The information will solicit applications from interested Garland residents. Applications for appointment must be delivered to the City Secretary and shall be submitted on a form provided by the City Secretary for that purpose. Upon receipt of an application, the City Secretary shall check the applicant's qualifications against the requirements for appointment to the office for which appointment is sought. The deadline for submitting an application is July 1. Following the filing deadline, the City Secretary shall forward applications, including those submitted by incumbents who wish to be reappointed to a position, to the City Council for consideration. The City Council shall also be provided with an attendance report detailing the number of absences of each current board member for the preceding reporting period and a report on current vacancies.

(B) In regards to the Garland Youth Council (GYC), in March and April of every year, the City will, through the Garland City Press or similar distributions, including the city website, Garland City Press Briefs, Neighborhood Chatter, Nextdoor and other available community-related electronic communications tools include information for the public that

explains the purpose and function of the GYC. The information will solicit applications from interested Garland residents who are students enrolled in grades 9 through 12. Applications for appointment must be delivered to the GYC Staff Liaison and shall be submitted on a form provided by the GYC Staff Liaison for that purpose. Upon receipt of an application, the GYC Staff Liaison shall check the applicant's qualifications against the requirements for appointment. The deadline for submitting an application is May 1. Following the filing deadline, the GYC Staff Liaison shall forward applications, including those submitted by qualified incumbents who wish to be reappointed to a position, to the City Council for consideration. The City Council shall also be provided with an attendance report detailing the number of absences of each current appointment for the preceding reporting period.

(C) Councilmembers should review applications submitted for the position to be filled and select for nomination the person determined by the Councilmember to be most qualified for the position. Appointments for the Garland Youth Council will be made on nomination at the first regular meeting of the City Council in July. Appointments for all other boards and commissions will be made on nomination at the second regular meeting of the City Council in August.

Section 3 Assistance to non-profit organizations for special events

(A) A non-profit organization that intends to sponsor a special event within the City may request in-kind (non-monetary) assistance from the City by submitting a written request to the City Manager. A request for assistance must be made for each event - standing or continuing requests are not allowed. A request for assistance must specify what benefits will accrue to the City as a result of the event and must specify with reasonable particularity what City services are being requested. A request for assistance must include a completed Special Events Assistance Program Application (see attached form). The request and application must be filed not less than 45 days prior to the date of the event. A request for assistance does not constitute an application for a special events permit under Chapter 30 of the Code of Ordinances unless so determined by the Building Official.

(B) In order to be approved, a request for assistance must meet the following criteria:

(1) The sponsoring organization must provide evidence that the organization is an established civic, cultural, educational, religious or service group that is nationally- or state- chartered and that its membership is open to all citizens of Garland;

(2) The organization must provide proof of non-profit status under Section 501(c) of the Internal Revenue Code;

(3) The event must be of economic benefit to the community or contribute to the quality of life in Garland;

(4) An expense and revenue report for any previous year's event(s) must be

included with the application;

(5) If the applicant has not previously obtained City assistance for the event, a projected expense and revenue report must be included with the application; and

(6) The event must be open for participation by the public.

(C) The City Manager may approve a request that meets the criteria established in this policy up to a maximum of \$5000.00 per event, within available budgeted funds. Requests shall generally be considered on a first-come, first approved basis.

(D) The amount, if any, to be made available for assistance under this policy will be determined by the City Council on an annual basis as part of the annual operating budget.

(E) The City Manager shall timely notify the City Council of any upcoming special events for which assistance under this policy has been approved.

Section 4 Use of certain City-owned equipment for special events

(A) Under this policy, certain equipment owned by the City and under the control of the Parks, Recreation and Cultural Arts Department may be made available without remuneration to an organization that meets the requirements established in this policy. A request for equipment usage under this policy is secondary to and subject in all respects to the priority given to City-wide events, events sponsored by a City department, or an event co-sponsored by the City.

(B) A requesting party must make a formal written request to the City by submitting a Special Event Assistance Program Application. An application may be submitted to the Parks and Recreation Administrative Offices, 634 Apollo Rd, Garland, TX 75044 (or MET@garlandtx.gov). Approval of a request is entirely dependent on the availability of equipment. A request must be submitted at least 45 days prior to the event. A person appointed for that purpose by the City Manager is authorized to consider and approve requests that meet the requirements of this policy. Only the City Council, however, may approve a request that does not fully meet the requirements of this policy.

(C) A request for use of public equipment may not be approved except as follows:

(1) The event must be held within the Garland city limits;

(2) A requesting party may submit no more than two requests per calendar year;

(3) Unless the requestor represents a neighborhood association registered as such with the Office of Neighborhood Vitality, the requesting party must meet the eligibility requirements of the City's Special Event Assistance Program as provided in Article II, Division 4, Section 3 of these policies;

(4) Except for a neighborhood association registered as such with the Office of Neighborhood Vitality, the event must be open to the public for participation;

(5) If applicable to the event for which the equipment is requested, the requesting party must submit with its request a copy of the temporary activity permit issued by the Building Official under Section 30.210, *et seq.* of the Code of Ordinances; and

(6) The requestor must complete, sign, and submit with its application a waiver of liability and indemnification agreement pertaining to the equipment and its use in a form approved by the City Attorney.

(D) The method of transporting the equipment and, if the equipment is to be kept overnight by the requestor, the proposed method of storing and securing the equipment, must be approved in advance by the City. Failure on the part of the requestor to properly transport, store, secure or care for the equipment will disqualify any future requests by that requestor.

(E) Equipment must be returned in good condition within three days of receiving the equipment. The person signing the application form on behalf of the requestor shall be responsible for reimbursing the City for lost, damaged or delayed equipment.

Section 5 Periodic Charter review

The City Attorney shall periodically advise the City Council whether, due to changes in the law, a necessity exists for a change in the Charter. If the City Council determines that a change in the Charter should be considered, it shall timely appoint a Charter Review Committee in accordance with the Charter.

Section 6 Election day sign moratorium at polling places

(A) Under the City's general sign regulations, the placement of signs on City property and streets is prohibited. No sign may be placed so as to encroach upon or obstruct any street, driveway, parking space, fire lane, sidewalk or pathway. This policy is intended to provide for a one-day moratorium on the placement of signs at a polling place, except as otherwise stated herein, on the official date of an election or date on which early voting is occurring.

(B) The City Manager is directed to hold in abeyance the enforcement of any sign provisions of the Garland Development Code for the premises of a polling place and the immediately adjoining, contiguous public street front of the polling place for a period commencing at 7:00 p.m. the day before an early voting date or an official election date and ending at 7:00 a.m., the day following the early voting date or an official election date.

(C) No member of the City Council shall demand that a sign be removed or that any provision of the City's sign regulations otherwise be enforced with respect to any political sign covered by this policy.

Division 5 CEREMONIAL AND HONORARY PROCEDURES

Section 1 Facility naming and dedication plaques

(A) This policy applies to all public buildings, spaces, objects, property, organizational units, and grounds (collectively, “facilities”) owned or controlled by the City. The naming of a city facility vests in the sole discretion of the City Council.

(B) Unless otherwise contractually or legally obligated, the following criteria shall apply:

(1) Generally, for a person (or persons) to be considered eligible for the privilege of having a facility named after him or her, they must have made a significant contribution to the City, the field of government, or human betterment.

(2) To preserve the integrity and reputation of the City, no facility may bear the name of an individual convicted of a felony, impeached, removed from office, or dismissed from city service.

(3) Generally, facilities shall not be named for current City employees or those who currently hold public office.

(4) Special consideration shall be given to:

- a. The historical significance of the contribution of the person(s) to the facility, program, or City;
- b. The association of the person(s) with the facility to be named;
- c. Any financial contribution of the person(s) to the facility to be named;
and
- d. Regional, state, national, or international recognition of the person(s)’ contributions and achievements.

(5) Naming rights shall be in effect for the duration of the effective and typical useful life of the facility, and not in perpetuity. It is expected and appropriate to rename or rededicate a facility upon completion of a significant renovation.

(6) The Council reserves the right to remove a name associated with any facility at any time in the event the naming gift pledge is unfulfilled, it is in the best interest of the City or donor, as determined by Council in its sole discretion, or to protect the reputation of the City or the donor.

(C) In the event the City Council determines it is appropriate to name a facility after a

qualified person(s), the Mayor shall request that the City Manager assemble a list of candidate names for the facility, and provide recommendation(s). The City Manager shall consider the opinions and nominations of relevant stakeholders, including members of City Council, in compiling the list of candidates. The list shall be presented to the Council for public discussion and debate. A candidate shall be approved upon a simple majority affirmative vote of Council.

(D) The City may erect a dedication plaque or comparable marking upon naming approval. In addition to the facility name, the dedication plaque shall identify the general contractor, architect, mayor, city manager, and members of the city council at the date of ground-breaking. Additionally, the plaque should contain a section available for the names of those who significantly contributed to the success of the project. This may include, but is not limited to: members of the community, former council members, current and former staff, donors, and members of boards and commissions relevant to the project.

Section 2 Outgoing appreciation commemoratives

(A) The City shall recognize the service of outgoing members of the City Council by presenting the member with a City flag and a commemorative memento that displays the City of Garland seal and the name and years of service of the Councilmember. The design and form of the memento shall be coordinated through the Office of the City Manager in order to provide consistency and cost control. The City Council shall budget funds necessary and appropriate for such purposes.

(B) In recognition of the services provided by the citizens who serve as appointees to boards and commissions, the City Council shall budget for an annual appreciation function to be held in the fall for all members of boards and commissions who have served during the preceding year. At that time, members who are retiring will be presented with a commemorative recognition of appreciation for service to the City in a form provided by the City Manager.

Section 3 Ceremonial documents

Certain ceremonial documents may be issued by the Mayor including proclamations, special recognitions, resolutions of honor, honorary citizenships, and official greetings. A member of the City Council may request the preparation of certificates of appreciation for presentation to citizens who the Councilmember wishes to recognize for outstanding service to Garland. All requests for ceremonial documents shall be made in writing to the Office of the Mayor. The request shall describe the occasion or person to be commemorated, the value of that person or occasion to Garland, and how the proposed commemoration relates to the citizens of Garland. The Mayor shall determine whether to approve the request and, if approved, what form of commemoration will be given and whether the commemoration will be presented at a meeting of the City Council.

Section 4 Meritorious service awards

On occasion, a citizen or employee of the City may perform an act of heroism or provide service to the citizens of Garland beyond the call of duty. The City Council may recognize such acts and service by issuing a City Council “Medal of Honor” to deserving recipients. A nomination for the award of a meritorious service award may be submitted to the City Council by any member or, if the nomination is made by a citizen, by forwarding the nomination to the Mayor.

Division 6 COUNCIL DIRECTIVES TO MANAGEMENT

Section 1 Public use of City Hall

The City Manager shall develop a program to allow for the use of the Council Chambers and the 1st Floor meeting rooms in City Hall by non-profit groups. The program shall be consistent with current security protocols and shall recognize the public use of City Hall for public business as paramount.

Section 2 Compensation of City employees

It is the policy of the City Council that, within the City’s financial and budgetary limits, all City employees will be compensated at a level that is competitive with the compensation paid to employees within the City’s employment market area. The City Manager is directed to have annual compensation surveys conducted within the City’s employment market area to determine whether employment compensation for City employees is competitive for such purposes, and to perform occasional job evaluations to determine what compensation adjustments should be made for persons already employed by the City.

Section 3 Homeowner’s association by-law review

Some homeowners’ associations within the City must submit the by-laws (or amendments to the bylaws) of the association to the City for review and approval. The City Manager may designate a department for such purposes and may cause the review to be limited to a determination whether the proposed bylaws, including any proposed amendment, adequately provides a source of funds and a means of obtaining those funds (such as through mandatory homeowners’ association assessments) to pay for the upkeep, repair, and maintenance of any improvements owned by the association including public improvements such as screening walls, subdivision entry features, and the like.

Section 4 Right of way acquisition and waiver of special assessments

The City Manager is hereby authorized to offer, in exchange for a dedication of right of way necessary for the completion of a street improvement project, the waiver of special assessments that will or may be assessed against the owners of real property that abuts the project.

Section 5 Restrictions on the representation of third-parties by former City employees (“revolving door policy”)

A former employee of the City who was employed as a departmental director, managing director, senior managing director, or as the City Manager may not make any communication to or appearance before the City Council before the second anniversary of the date the former employee ceased to be employed by the City if the communication or appearance is made: (1) with the intent to influence the City Council; (2) is made or done on behalf of any person other than the former employee in an individual capacity, and; (3) is made or done in connection with any matter on which the former employee seeks official action.

Section 6 “Over-hiring” of civil-service positions for police and fire

The City Council recognizes that, when a vacancy occurs in an entry-level civil service position, the process of recruiting and training a replacement may take more than a year. Due to the time lag, the rigors of training, and other factors beyond the City’s control, a class of potential recruits may decrease in size by half or more during the recruitment and training process. The City Council also recognizes that the expected vacancy rate for the Police and Fire departments can be reasonably calculated. It is the desire of the City Council that staffing of civil service positions remain as close as possible to 100% of authorized strength. Accordingly, the City Manager is authorized to estimate the potential vacancies within the Police and Fire departments that are reasonably likely to occur within the future and, based on that estimate, hire a sufficient number of recruits for those positions so that, accounting for anticipated and historical attrition rates, the staffing level of civil service positions will likely be as close as possible to 100% of authorized strength.

Section 7 Doing business with delinquent account holders

It is the policy of the City Council that the City does not do business with a person (including a business entity of any sort) who is delinquent on an account to the City. Examples of delinquent accounts include taxes, impact fees, special assessments, utility bills, and EMS fees. The City Manager shall cause the affected departments within the City (including Purchasing, Engineering, Planning, and GP&L) to be provided with sufficient information to enforce the provisions of this policy.

Section 8 Payroll deductions under Sec. 141.008, TEX. LOCAL GOV’T CODE

Membership dues payable to a bona fide employee’s association named by a requesting employee may be deducted from the requesting employee’s salary or wages provided that: (1) the requesting employee is an active, full-time employee; (2) participation by the requesting employee in the payroll deduction program is voluntary; (3) the requesting employee submits to the City a written request stating the amount to be deducted each month from the employee’s salary or wages; and (4) the written request specifies the employees’ association to which the deducted funds will be transferred. The City is under

no obligation to incur any expense in the administration of an employee payroll deduction program.

Section 9 Reporting of certain offers of donations to the City

The City Manager shall endeavor to obtain from the City Council approval of any offer of a donation to the City or a department or agency of the City that, in the professional judgment of the City Manager may, because of the type, value or conditions of acceptance, create an issue of concern to the City Council or call into question the independence and reputation of the City.

Section 10 Prohibiting City assistance to businesses that engage in the creation of economic brownfields

It is the practice of some businesses to thwart competition by imposing deed restrictions on property owned by the business that prohibit future owners of the property from engaging in any business the initial owner determines to potentially compete with the current or future business interests of the initial owner – a practice known as the creation of “economic brownfields”. The City and its citizens are harmed by such practices because later businesses are unable to use the property for economically viable purposes long after the initial owner has left the area. City assistance, such as by way of economic development agreements, tax abatements, sales and property tax rebates, and similar assistance, should not be used to assist businesses that engage in such practices. The City Manager is directed to refuse any such assistance to any business that is unable or unwilling to certify that it does not impose, and will not enforce, any deed restriction or similar land use restriction that has the effect of creating an economic brownfield as that term is used in this section.

ATTACHMENTS:

Council Committee Interest Form

Special Events Assistance Program Application

Dignitary Recognition Protocol

City Facilities Usage Guidelines – Non-Profits and Sports Fields

PROTOCOL FOR RECOGNITION OF ELECTED OFFICIALS, DIGNITARIES, AND OTHER PERSONS OF IMPORTANCE AT CITY-SPONSORED EVENTS

Protocol for Non-City Elected Officials and Other Persons of Importance (“Dignitaries”) at City-Sponsored Events

- 1) Dignitaries may be recognized during their attendance at City-sponsored meetings and functions in the traditional manner. Dignitaries should not be given any expectation of inclusion or recognition unless an event is specifically designed to include them in the agenda for the event or to recognize them or to promote a non-profit activity that compliments the City’s non-profit use policy.
- 2) For municipal events and celebrations such as, but not limited to: the Summer Concert Services, Star-Spangled Fourth, Oktoberfest, Dia de los Muertos, and Christmas on the Square, elected representatives that represent any part of the physical or political borders of the City of Garland or its utilities should be given an invitation to attend.
- 3) If a municipal event or celebration sets aside time for dignitaries to speak, all dignitaries personally in attendance will be given an amount of time to speak that is appropriate to the event, and speech topics will be limited to introductions and the purpose of the event. Persons, such as staff members, who are attending an event on behalf of a dignitary may be recognized but will not be invited to speak unless they are delivering a public service announcement of a type approved in advance. Speeches that directly promote candidacy for office are prohibited.
- 4) The City Council must approve the budget for events that are hosted on behalf of dignitaries or outside political or policy-making entities.



**GARLAND
CITY COUNCIL ITEM SUMMARY SHEET**

City Council Work Session Agenda

4. h.

Meeting Date: October 10, 2022

Item Title: Development Services Committee Report

Submitted By: Brian England, City Attorney

Summary of Request/Problem

The Development Services Committee discussed and deliberated an ordinance to prohibit on-street parking for automobile uses. This ordinance is intended to address complaints of citizens regarding automobile uses (i.e., major and minor car repair, car sales, etc.) using public rights-of-way for the storage and parking of customer vehicles.

Recommendation/Action Requested and Justification

Approve the ordinance prohibiting on-street parking for vehicles associated with automobile uses.

Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 2.52, "SPECIAL STANDARDS FOR CERTAIN USES," OF CHAPTER 2, "ZONING REGULATIONS," OF THE GARLAND DEVELOPMENT CODE OF THE CITY OF GARLAND, TEXAS; PROVIDING A PENALTY UNDER THE PROVISIONS OF SEC. 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

Section 1

That Sec. 2.52 "Special Standards for Certain Uses," of Chapter 2, "Zoning Regulations," of the Garland Development Code of the City of Garland, Texas, is hereby amended *in part by addition* to read as follows:

"Section 2.52 Special Standards for Certain Uses

. . .

(H) On-street Parking. On-street parking within public rights-of-way is prohibited for any vehicle associated with Automotive uses. For the purposes of this Section, "associated" means a vehicle that is:

(i) owned or in the care, custody, or control of the Automotive use business;

(ii) owned, operated, or in the care, custody or control of a patron, guest, invitee, customer, agent, employee, or owner of the Automotive use business; or

(iii) owned, operated, or in the care, custody or control of any other person who is participating in commercial activity with an Automotive use business."

Section 2

That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Sec. 10.05 of the Code of Ordinances of the City of Garland, Texas.

Section 3

That Chapter 33, "Transportation," of the Code of Ordinances of the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 4

That the terms and provisions of this Ordinance are severable and are governed by Sec. 10.06 of the Code of Ordinances of the City of Garland, Texas.

Section 5

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

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

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

PUBLISHED: