



# **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, December 12, 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. Interlocal Agreement Between the Garland Housing Agency and the Plano Housing Authority to Perform Public Housing HQS Inspections**

*Council is requested to approve an Interlocal Agreement allowing the Garland Housing Agency to perform Housing Quality Standards (HQS) inspections on an as-needed bases for the Plano Housing Authority's public housing program units. This item will be scheduled for formal consideration at the December 13, Regular Meeting.*

**b. Consider Assistance Request for Martin Luther King, Jr. Parade & Program**

*The Garland NAACP has requested the City Council to consider waiving expenditures for city services required for their events celebrating Martin Luther King Jr. Day on Saturday, January 14, and Sunday, January 15, 2023. The City Council policy on special event states that requests from nonprofit organizations for donated services in excess of \$5,000 be brought to the City Council for consideration. Unless*

*otherwise directed by Council, staff will proceed with the proposed assistance for the special event.*

**c. Collections for Parking Citations**

*Council is requested to approve the attached ordinance which clarifies the City's ability under State law to send unpaid parking tickets to a third-party collection agency and allow that agency to collect an amount up to an additional thirty percent of any unpaid parking fees. This item will be scheduled for formal consideration at the December 13, 2022 Regular Meeting.*

**d. TxDOT Impaired Driving Mobilization (IDM) Grant 2023**

*Council is requested to accept the TxDOT STEP Impaired Driving Mobilization (IDM) grant funding in the amount of \$14,998.68. If accepted, TxDOT will reimburse the City of Garland \$11,990.46. This item will be scheduled for formal consideration at the December 13, 2022 Regular Meeting.*

**4. Verbal Briefings:**

**a. Introduction of Mariah Phipps-Jack - New Emergency Management Director**

*Director of Operations and Emergency Management, Mistie Gardner will introduce the newly hired Emergency Management Director, Mariah Phipps-Jack.*

**b. Administrative Services Committee Update**

*Deputy Mayor Pro Tem Robert John Smith, Chair of the Administrative Services Committee, will provide a committee update on the following items:*

- *Ethics Policy*

**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:

---

- a. **The City Council will adjourn into executive session pursuant to Section 551.074 of the Texas Government Code (relating to personnel) to:**
  - (1) **Conduct the annual reviews of the Municipal Court Judge, Associate Municipal Court Judge, City Auditor, the City Attorney, City Manager Emeritus, and City Manager; and**
  - (2) **To discuss employment contracts, and amendments thereto, related to the same**
  
- 7. **Adjourn**



**GARLAND**  
**CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Work Session Agenda**

**3. a.**

**Meeting Date:** December 12, 2022

**Item Title:** Interlocal Agreement Between the Garland Housing Agency and the Plano Housing Authority to Perform Public Housing HQS Inspections

**Submitted By:** Steve Fitch, Housing Agency Administrator

---

**Summary of Request/Problem**

To consider approval of an Interlocal Agreement between the Garland Housing Agency (GHA) and the Plano Housing Authority (PHA) in which GHA would be contracted by PHA to perform Housing Quality Standards (HQS) inspections for the public housing units owned by PHA. The Department of Housing and Urban Development requires all public housing units be inspected at least annually to ensure that the unit is safe and sanitary for habitation. PHA is not legally allowed to inspect units that it owns and therefore must contract HQS inspections to an outside party. GHA has the ability and capacity to perform the HQS inspections for these units on an "as-needed" basis. Per the terms of the agreement, PHA will compensate GHA for each inspection performed.

**Recommendation/Action Requested and Justification**

Approve an Interlocal Agreement allowing the Garland Housing Agency to perform Housing Quality Standards (HQS) inspections on an as-needed bases for the Plano Housing Authority's public housing program units.

---

**Attachments**

HQS Interlocal Agreement - GHA

---

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF GARLAND HOUSING  
AGENCY AND THE PLANO HOUSING AUTHORITY**

This Interlocal Agreement (“ILA”) is made and entered into by and between the City of Garland, Texas, a Texas home-rule municipality doing business as the City of Garland Housing Agency (“GHA”), and the City of Plano, Texas, a Texas home-rule municipality doing business as the Plano Housing Authority (“PHA”).

**W I T N E S S E T H**

**WHEREAS**, the Intergovernmental Cooperation Act, Chapter 791, V.T.C.A., Texas Government Code, (the “Act”) authorizes the Cities and their public housing authorities to contract for the provision of services to achieve governmental functions in which the contracting parties are mutually interested; and

**WHEREAS**, during the operation of PHA’s business activities PHA has the need for regular Housing Quality Standard (HQS) inspections to be performed at public housing facilities within their program; and

**WHEREAS**, GHA routinely conducts HQS inspection services and has extra capacity to provide HQS inspection services in addition to those services which are required to support the GHA program, and

**WHEREAS**, GHA is willing and able to provide these HQS inspection services to PHA on an as-needed basis; and

**NOW THEREFORE**, GHA and PHA, in consideration of good and valuable consideration and the terms and conditions and covenants contained herein, agree as follows:

**SECTION 1. DESCRIPTION OF SERVICES**

1. GHA agrees to perform regular Housing Quality Standard (HQS) inspections on PHA’s public housing units upon request by PHA. In conducting these inspections, GHA shall use the same rules and regulations as required by PHA and shall provide to PHA all written reports which may be required.
2. PHA recognizes that GHA is limited to inspecting those units that PHA is not legally allowed to inspect and would otherwise hire an outside firm to perform said inspections.
3. GHA agrees that the performance of work under this ILA shall conform to high professional standards. Satisfactory performance of this ILA shall be measured in part by: 1)

adherence to the terms of PHA's regular inspection schedule; 2) results of any audits or monitoring visits; and 3) timeliness and accuracy of the reports required by PHA.

## **SECTION 2. TERM**

The term of this ILA shall begin on the Effective Date, and continue until terminated or as otherwise set forth in this ILA. Either party may terminate this ILA for any reason by providing the other party with thirty (30) days' notice to terminate the agreement.

## **SECTION 3. DUTIES AND RESPONSIBILITIES OF PHA**

1. PHA will provide GHA a list of units requiring inspection at least 45 days from the due date of the inspection.
2. PHA agrees to pay GHA \$50 for each unit which GHA initially inspects.
3. Units that fail the initial inspection will be allowed two follow-up inspections. PHA agrees to pay GHA \$75 for each follow-up inspection.
4. Invoices will be due and payable to GHA within thirty (30) days from the date of invoice. Any amount paid under this ILA from PHA must be from current revenues available to PHA.

## **SECTION 4. DUTIES AND RESPONSIBILITIES OF GHA**

1. Services. GHA will provide inspection services that meet the same requirements of PHA's HQS inspections.
2. Records and Reports. GHA will provide to PHA any reports and copies of inspections. GHA will maintain a record of inspections for a minimum of 7 years.
3. Invoicing. GHA shall invoice PHA on a monthly basis for all charges incurred in accordance with this ILA. Invoices must be forwarded by GHA to PHA within five (5) business days of the month's end.
4. Audits and Monitoring. GHA agrees to provide any record at the request of an authorized independent audit retained by PHA.

## **SECTION 5. GENERAL PROVISIONS**

1. Remedies for Noncompliance. GHA and PHA agree that the remedies for noncompliance shall be to terminate the ILA.
2. Notices and Contract Administration.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected in writing by personal delivery, or by mail, postage prepaid. 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 days after mailing.

If intended for Plano Housing Authority, to:	If intended for Garland Housing Agency, to:
Dave Young, Executive Director	Steven Fitch, Executive Director
1740 G Ave.	210 Carver Suite 201B
Plano, Texas 75074	Garland, Texas 75040

or to such other addresses as the parties may request, in writing, from time to time. For purposes of administering this ILA, the Parties shall be represented by the addressee for notice set forth in this paragraph. Per agreement of the parties, notices may also be provided through email.

3. Venue

The obligations of the parties under this ILA are performable in Dallas County, and Collin County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Collin County, Texas.

4. Governing Law

This ILA is made subject to, and all parties agree to comply with, the applicable provisions of the state and federal laws, regulations, and requirements. This ILA shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

5. Legal Construction and Severability

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

6. Captions

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

7. Independent Status

The relationship of GHA and PHA shall be that of independent contractor for all purposes of this ILA and neither party shall have the right to enter into agreements in the name of or on behalf of the other. Nothing contained herein shall be construed to create an employer/employee, partnership, joint venture or principal/agent relationship between the parties. In no event shall persons employed by either party be held or construed to be employees of the other party. PHA shall have no supervisory power or control over any employees, agents or independent contractors engaged by GHA in connection with its performance hereunder.

7. Complete Contract

This ILA, together with the documents and attachments incorporated herein embodies the complete agreement of the parties hereto relating to the matters covered herein, and cannot be modified except by written amendment executed by both parties to the ILA.

**CITY OF GARLAND HOUSING AGENCY**

Steven Fitch  
Executive Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

**PLANO HOUSING AUTHORITY**

\_\_\_\_\_  
Dave Young  
Executive Director

Date: \_\_\_\_\_



## **GARLAND POLICY REPORT**

### **City Council Work Session Agenda**

**3. b.**

**Meeting Date:** December 12, 2022

**Item Title:** Consider Assistance Request for Martin Luther King Jr. Parade & Program

**Submitted By:** Dana Lodge, CVB & Events Director

**Strategic Focus Areas:** Enhanced Quality of Life through Amenities, Arts, and Events  
Customer-Focused City Services

---

### **ISSUE**

The Garland NAACP has requested the City Council to consider waiving expenditures for city services required for their events celebrating Martin Luther King Jr. Day on Saturday, January 14, and Sunday, January 15, 2023. The City Council policy on special event states that requests from nonprofit organizations for donated services in excess of \$5,000 be brought to the City Council for consideration.

### **OPTIONS**

The City Council may:

1. Approve the proposed recommendations for special events assistance,
2. Deny or revise proposed funding levels, or
3. Return the item to staff for further review and recommendations.

### **RECOMMENDATION**

Staff recommends the City Council approve funding assistance (waiving fees and charges for City services) in the amount of \$25,550 for the 34th Annual Martin Luther King, Jr. Parade & March and the MLK Youth Extravaganza.

For the 2023 the MLK event, planning discussions via email to each necessary department has been conducted to capture costs and layout plans for the event. In addition, planning meetings will be held between representatives from Transportation, Police, Health, Environmental Waste, Fire, Park Maintenance, and Cultural Arts.

At the meetings, the below areas and plans will be examined:

- Traffic Plan/Street Closure Plan
- Emergency Services (EMS and Fire) Plans
- Police and Event Security Plans
- Environmental Waste Plan
- Setup/Teardown Plan

It has been determined that this year's estimated cost for the MLK Parade will be:

Police	\$18,000	Traffic control & security
Transportation	\$550	Installation and removal of barricades
EWS	\$500	Installation and removal of waste containers
Cultural Arts Facilities	\$1000	Brownlee Auditorium rental and fees
Cleaning Services	\$5000	Cleaning parade route
In-Kind Equipment & Services	\$500	Staffing
<b>TOTAL</b>	<b>\$25,550</b>	

Unless otherwise directed by City Council, staff will proceed with the proposed assistance for the special event.

## **BACKGROUND**

This annual event spotlights the unity among Garland's diverse communities. The parade will begin at 10 a.m. on Saturday, January 14, ending at the Granville Arts Center Brownlee Auditorium for a commemorative program that is free to the public.

The MLK Youth Extravaganza (showcasing dance, step routines and military style drills) takes place at the Granville Arts Center Brownlee Auditorium at 4:00 p.m. on Sunday, January 15, and is also free to the public.

By assisting various nonprofit organizations through the donation of City services for the nonprofits' special events, the City promotes and celebrates the diversity and vitality of the community. From parades and festivals to various multicultural events, the City of Garland is showcased through the efforts of these nonprofit organizations.

## **CONSIDERATION**

The 2022-2023 annual operating budget has funds to provide assistance in covering fees and expenses for City services for special events hosted by nonprofit organizations. The proposed assistance for the Martin Luther King, Jr., Parade & March is within the budgeted amount.

---

## **Attachments**

MLK Application

MLK Assistance Application

MLK Insurance

MLK Parade Route

---



**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Special Events](#)  
**Subject:** Online Form Submittal: Third Party Special Event Application  
**Date:** Saturday, October 15, 2022 8:02:55 PM

---

## Third Party Special Event Application

### Applicant/Event Host Information

Event Host/Contact Person	Gwendolyn H
Event Host/Contact Person	Daniels
Host Organization Title	NAACP Garland Unit
Organization Type	Other
Other	Local Unit (501c4) of the NAACP (501c3)
Address	537 Ivy Way
City	Garland
State	TX
Zip Code	75043-3223
Best Phone Number	12142083561
Email Address	dan1820@verizon.net
Liability Insurance:	<a href="#">2022 NAACP Liability Ins Cert - Jan 2022 to Jan 2023.pdf</a>

### Event Description

Event Name/Title	34th Annual MLK Parade & Programs
Event Start Date	1/13/2023
Event End Date	1/15/2023
Link to Event Website (If applicable)	<a href="http://garlandtxnaacp.org/mlk-events/">http://garlandtxnaacp.org/mlk-events/</a>
Event Type	Parade/March
Detailed Event Description	Garland's 34th Annual MLK Parade on 1/14/2023; MLK Musical on 1/14/23, and MLK Youth Extravaganza on 1/15/23. The parade route is attached. Both MLK programs will be in the Granville Arts Center's

Brownlee Auditorium. Plus, on 1/13/23 there will be a dress rehearsal in the Brownlee Auditorium for the 1/14/23 MLK musical.

---

**Event Location & Maps**

---

Event Location	Garland City-Owned Facility/Property
List Park and/or Venue Name	Granville Arts Center and parade route
Location of Event	300 N Fifth Street
City	Garland
State	TX
Zip Code	75040
Street Closures/ Neighboring Streets	The City's Street Dept. determines which streets and intersections are closed.
Site Map/ Event Layout	<a href="#">2023 MLK Parade Information in PDF.pdf</a>

---

Layout/ Map Requirements  
Your map must include

1) All Equipment/ Activity/ Food/ Beverage/ Merchandise Vendors & Locations including Tent Size

2) Sound/Power/Staging Locations

3) EMS/ PD/ Restroom/ Trash Container Locations (If Applicable)

4) Activities/Festivities/Signage Locations

---

**Event Schedule**

---

Event Start Date & Time	1/13/2023 6:00 PM
Event End Date & Time	1/15/2023 7:00 PM
	1/13/2023 6:00 PM

## Event Setup Date & Time

Event Teardown Date & Time	1/15/2023 7:00 PM
----------------------------	-------------------

(Section Break)

## Multiple Day Schedule

*If your event occurs on multiple or consecutive days, enter Start and End times for each day of the week on which your event will occur.*

First Event Day - Start Date & Time	1/13/2023 6:00 PM
-------------------------------------	-------------------

First Event Day - End Date & Time	1/13/2023 9:00 PM
-----------------------------------	-------------------

Second Event Day - Start Date & Time	1/14/2023 9:00 AM
--------------------------------------	-------------------

Second Event Day - End Date & Time	1/14/2023 2:00 PM
------------------------------------	-------------------

Third Event Day - Start Date & Time	1/15/2023 2:30 PM
-------------------------------------	-------------------

Third Event Day - End Date & Time	1/15/2023 7:00 PM
-----------------------------------	-------------------

More Dates & Times?	<i>Field not completed.</i>
---------------------	-----------------------------

## Event Activities, Entertainment & Equipment

<u>Activities, Entertainment &amp; Equipment.</u> - Please indicate all elements you will be supplying for your event.	*Food/ Food Vendors
---	---------------------

List ALL equipment vendors for above checked elements & location of setup.	N/A
--	-----

Entertainment:	Live Band, Live Performance (theatrical or musical)
----------------	---

Does your event involve entertainment?	Yes. Garland ISD students will present a musical on 1/14/23 including a musicians, actors, dancers, and speakers. On 1/15/23 youth from churches will perform praise dances and step routines.
--	--

<u>Stage:</u> - List all	Risers to accommodate 100 youth from the Garland ISD will be used on 1/14/23.
-----------------------------	---

Stages/Grandstands/Scaffolding and dimensions: (Number of Stages, Size and Location)  
- List N/A if there will NOT be a stage.

---

Tents: N/A  
- List all tents and dimensions: (Number of Tents, Size and Location)  
- List N/A if there will NOT be any tents.

---

### **Public Participation, Vendors, & Fees**

---

Are you advertising/inviting the public to participate? Yes - Open to the Public

---

Estimated Amount of Attendance 500 for the programs; 1,000 parade

---

Does this event have an Admission or Registration Fee? No - the event is FREE

---

Benefiting Organization N/A

---

Benefiting Organization Type Other

---

Alcohol: No alcohol onsite  
- Will there be any Alcohol Vendors at your event?

---

Food: \*Food/Beverages Provided (no sales-FREE)  
- Will there be any Food & Non-Alcoholic Beverage Vendors at your event?

---

Merchandise: No Merchandise onsite  
- Will there be any merchandise vendors at your event?

---

List all Vendors, Types and Locations N/A

---

### **Signage, Security, & Waste Management**

---

Signage: No - no signage or banners  
- Will any signs or banners be used for the event?

---

Event Flyer:

Yes - I have event flyer and will attach it below

- Is there a draft or final event flyer for the event?

---

Please submit your event flyer.

[2023 MLK Musical Flyer.pdf](#)

---

Portable Restrooms:

No - I will NOT have portable restrooms

- Will you be supplying portable restrooms at your event?

---

The permitting committee will review my application and make a determination regarding the presence of GPD at my event.

I understand

---

The permitting committee will review my application and make a determination regarding the need for additional trash bins at the location I have requested.

I understand

---

(Section Break)

---

Other:

Please explain any further special requests or further event information we need to know about your event.

Request police escort and barricades for the parade.  
Request usage of the Brownlee Auditorium for 1/13, 1/14 and 1/15/23 rehearsal and programs.

---

Email not displaying correctly? [View it in your browser.](#)



## Special Event Assistance Program Application

Date Submitted \_\_\_\_\_  
(Must be minimum 45 days prior to event)

Please type or print legibly

### SECTION 1: Event Information

Event title: \_\_\_\_\_

Event location: \_\_\_\_\_

Event date(s): \_\_\_\_\_ Start time: \_\_\_\_\_ End time: \_\_\_\_\_

Event description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is this a new event? Yes ☒ No - If no, # years event has been held prior to current year: \_\_\_\_\_

Previous Attendance: \_\_\_\_\_ Estimated Attendance this year: \_\_\_\_\_

Event Purpose/Mission? \_\_\_\_\_

\_\_\_\_\_

How will this event benefit the Garland community? \_\_\_\_\_

\_\_\_\_\_

How will the proceeds of this event be used? \_\_\_\_\_

\_\_\_\_\_

### SECTION 2: Event Host Information – Proof of 501(c)3, 501(c)4, 501(c)6 status (official IRS letter)

Applicant's Name (event host): \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Best Phone (on-site): \_\_\_\_\_ Email: \_\_\_\_\_

Host Organization: \_\_\_\_\_

Organization's Address: \_\_\_\_\_

Organization tax ID #: \_\_\_\_\_

Non- Profit Status: (circle one) 501(c)3 | 501(c)4 | 501(c)6 | Neither

**NOTE: Upon approval of the event application, and at least ten (10) days prior to the event, the event host shall provide the City with evidence of public event liability insurance in the amount of \$500,000 per occurrence for bodily injury and property damage arising from the event. The insurance shall be written with an insurance company authorized to transact business in the State of Texas and have a current rating of "A" or better by A.M. Best Key Rating Guide.**

## SECTION 3: Event Logistics

Listed below are logistical elements that may be a part of your event. "Services available through City" indicates what the City of Garland may be able to provide through the Special Event Assistance Program. The "Applicant's Responsibilities" section refers to logistical elements which may be a part of your event, but that are typically provided by the event Host or producer. Please check all in both sections that apply to your event:

\*May be subject to additional permit, fees, or approval

### Services Available through City

- ☐ Barricades
- ☐ Electrical Power (if available)
- ☐ Park Use (Approval by Director of Parks Dept.)
- ☐ Police/ Security
- ☐ Preparation of City-owned Facility/ Property
- ☐ Running Water (if available)
- ☐ Street Closures
- ☐ Traffic/ Crowd Control
- ☐ Trash/ Recycling Containers

### Applicant's Responsibility

- ☐ Alcohol at Event\*
- ☐ Amusement Rides\*
- ☐ Animals\*
- ☐ Clean up Event Area or Facility
- ☐ Fireworks\*
- ☐ Food/ Beverages\*
- ☐ Generators\*
- ☐ Jumpers/Bounce House\* Merchandising\*
- ☐ Off-site Parking & Transportation
- ☐ Open Flames\*
- ☐ Overnight Security\*
- ☐ Portable Restrooms
- ☐ Signs/ Banners\* (City signage ordinances apply)
- ☐ Sound Amplification\*
- ☐ Stage/ Grandstand/ Scaffolding
- ☐ Temporary Fencing
- ☐ Tents

---

## SECTION 4: Supplemental Application Materials

Listed below are additional documents that are required in order to complete the application for event assistance. Each item is due at the time the application is submitted, unless otherwise indicated.

- ☐ Copy of proposed event site plan and/or route plan (parades/runs)
- ☐ Proof of 501(c)3, 501(c)4, 501(c)6 status (official IRS letter)
- ☐ Third Party Special Event Application
- ☐ Copy of the group's Insurance Certificate, listing City of Garland as additional insured  
(due no later than 10 days prior to the event date)

---

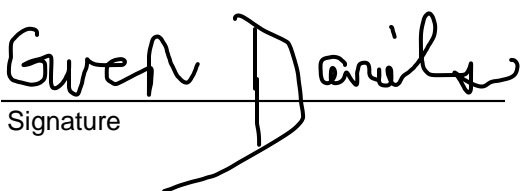
I certify that the event for which this application has been prepared will be open to all citizens, and that attendance will not be limited by age, sex race, physical impairment, or other means. I further certify that the event's Host by a non-profit organization. On behalf of the Event Host, I agree to abide by the Special Events Guidelines provided with this Application. I further certify that the facts contained in this Application are accurate.

The Event Host does hereby fully release, discharge and Indemnify the City of Garland and its officers, agents, servants, and employees from and against any and all claims from injuries, damage or loss which might occur during the special event set forth in this Application, regardless of cause and even if caused by the City of Garland.

+ Gwendolyn Daniels

Print name

Title



Signature

Date

## PRE-EVENT BUDGET

Budget must be submitted on this form or in this format for review. If applying as a pre-existing event, applicant must submit final total profit/loss from the previous year's event as well.

### PROJECTED REVENUE

Admission fees/ticket sales	0.00
Booth sales/rental	
Souvenir/merchandise sales	
Concession sales	
Donations	Donuts/Water
Sponsorships	\$1,600.00
Other <u>Parade entry fees @ \$10 each</u>	\$900.00
<b>Total projected revenue</b>	<b>\$2,500.00</b>

### PROJECTED EXPENSES

Administrative Expenses:	
Staff	\$920.00
Facility rental	\$1,016.00
Supplies	\$92.00
Operating Expenses:	
Entertainment	\$1,655.00
Portable restrooms	
Generators Tent	
Stage/sound/lighting	
Food, lodging	
Decorations/signage	\$255.00
Rental expense (tables, chairs, etc.)	
Other <u>2023 Liability Insurance</u>	\$575.00
Advertising/Promotion Expenses:	
Posters/flyers (design & printing)	\$219.00
Brochures (design & printing)	
Print ads	
Radio/television ads	
<b>Total projected expense</b>	<b>\$4,732.00</b>

<b>PROJECTED PROFIT OR (LOSS)</b>	<b><u>-\$2,232.00</u></b>
-----------------------------------	---------------------------



Signature of organization representative

11-9-22

Date



## POST-EVENT BUDGET REPORT

(from previous year)

### REVENUE

Budget must be submitted on this form or in this format for review.

Admission fees/ticket sales	0.00
Booth sales/rental	
Souvenir/merchandise sales	
Concession sales	
Donations	Donuts/Juice
Sponsorships	\$3,121.00
Other <u>Parade Entry Fees @ \$10 each</u>	\$820.00
<b>Total Revenues</b>	<u>\$3,941.00</u>

### EXPENSES

Administrative Expenses:	
Staff	\$850.00
Facility rental	\$816.00
Supplies	\$79.00
Operating Expenses:	\$1,500.00
Entertainment	
Portable restrooms	
Generators Tent	
Stage/sound/lighting	
Food, lodging	
Decorations/signage	\$181.00
Rental expense (tables, chairs, etc.)	
Other <u>2022 Liability Insurance</u>	\$555.00
Advertising/Promotion Expenses:	\$205.00
Posters/flyers (design & printing)	
Brochures (design & printing)	
Print ads	
Radio/television ads	
<b>Total Expenses</b>	<u>\$4,186.00</u>

<b>PROFIT OR (LOSS)</b>	<u><u>-\$245.00</u></u>
-------------------------	-------------------------




# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  <b>State Farm</b>	STATE FARM INSURANCE AGENT DOMINIC SCHILLACE 5255 N PRES GEORGE BUSH HWY STE 425 GARLAND, TEXAS 75040	<b>CONTACT NAME:</b> SHELLEY BROWN	<b>FAX (A/C, No):</b> 512-371-6576	
		<b>PHONE (A/C, No, Ext):</b> 972-530-1111	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> GARLAND BRANCH NAACP PO BOX 460944 GARLAND, TEXAS 75046-0944		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A :</b>		
		<b>INSURER B :</b>		
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
		<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			93-UA-1637-8	01/13/2021	01/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

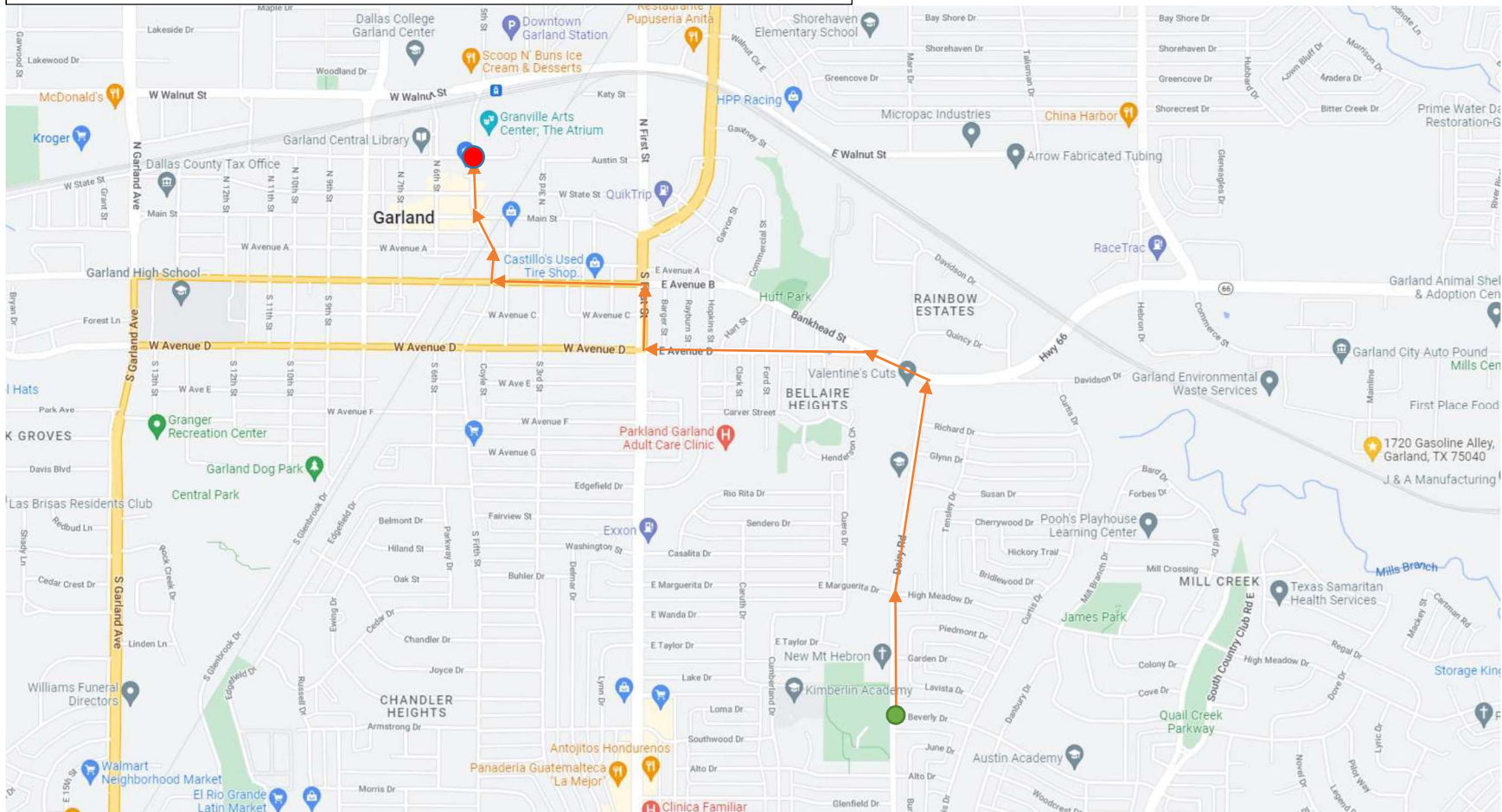
CITY OF GARLAND  
200 N 5TH STREET  
GARLAND, TEXAS 75040-6314

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Shelley Brown*

# MLK Parade Route 1/14/2023



## Parade Route

- Parade starts on Dairy Road at Garden Drive (near Embree Park)
- North on Dairy Road to State Highway 66 (Avenue D)
- West on State Highway 66 (Avenue D) to First Street
- North on First Street to State Highway 66 (Avenue B)
- West on State Highway 66 (Avenue B) to Fifth Street
- North on Fifth Street to Austin Street
- Parade ends at Austin Street at the Granville Arts Center



**GARLAND**  
**CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Work Session Agenda**

**3. c.**

**Meeting Date:** December 12, 2022

**Item Title:** Collections for Parking Citations

**Submitted By:** Brian England, City Attorney

---

**Summary of Request/Problem**

The Garland Parking Enforcement program has been in place for approximately three years. Over that time, the amount of unpaid parking tickets has increased and created a need for the City to contract with a third-party Collections agency. The City uses collections agencies for other delinquent fees and fines. State law specifically authorizes a City to enter into an agreement with third-party collection agencies related to parking tickets, and allows the agency to collect up to thirty percent of the unpaid parking ticket amounts. The law requires the additional collected amount only be used to compensate the collection agency.

**Recommendation/Action Requested and Justification**

Council is requested to approve the attached ordinance which clarifies the City's ability under State law to send unpaid parking tickets to a third-party Collection's Agency and allow that Agency to collect an amount up to an additional thirty percent of any unpaid parking fees. Approve the attached amendments to the ordinance stating the City's ability and intent to send unpaid parking tickets to collections. This item will be scheduled for formal consideration at the December 13, 2022 Regular Meeting.

---

**Attachments**

Collections on Parking Citations Ordinance

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 24.44, "CIVIL PENALTY," AND 24.45, "ENFORCEMENT OF PARKING VIOLATION ORDERS," OF ARTICLE III, "ADMINISTRATIVE ADJUDICATION OF PARKING OFFENSES," OF CHAPTER 24, "MUNICIPAL COURT AND ADMINISTRATIVE ADJUDICATION," OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY UNDER THE PROVISIONS OF SECTION 10.05 OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

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

**Section 1**

That Section 24.44, "Civil Penalty," of Article III, "ADMINISTRATIVE ADJUDICATION OF PARKING OFFENSES," of Chapter 24, "MUNICIPAL COURT AND ADMINISTRATIVE ADJUDICATION," of the Code of Ordinances of the City of Garland, Texas, is hereby amended *in part* to read as follows:

**"Sec. 24.44 Civil Penalty**

...

(B) A civil penalty must be paid no later than the 65th day after the issuance of the citation. A penalty paid after that date is subject to a \$25.00 late fee and a collections fee, as authorized by Section 103.0031 of the Texas Code of Criminal Procedure, in the amount of thirty percent of the total amount of penalty and fees. The collections fee will be used to compensate any third-party private attorney or private vendor who earns the fee by collecting the unpaid amount.

..."

**Section 2**

That Section 24.45, "Enforcement of parking violation orders," of Article III, "ADMINISTRATIVE ADJUDICATION OF PARKING OFFENSES," of Chapter 24, "MUNICIPAL COURT AND ADMINISTRATIVE ADJUDICATION," of the Code of Ordinances of the City of Garland, Texas, is hereby amended to read as follows:

## **"Sec. 24.45 Enforcement of parking violation orders**

For parking violations, in addition to the remedies provided by section 24.52, a final order of liability may be enforced by any one or more of the below methods:

(1) Impounding the vehicle that is the subject of the order when it is found on any public street or other public or City-owned property, if the person charged has committed five or more parking violations in any 12-month period that have not been resolved either by a finding of no liability or by payment of all penalties and costs assessed by the hearing officer;

(2) Placing a "boot" or similar device that prohibits movement of the vehicle that is the subject of the order when the vehicle is found on any public street or other public or City-owned property, if the person charged has committed three or more parking violations in any 12-month period that have not been resolved either by a finding of no liability or by payment of all penalties and costs assessed by the hearing officer;

(3) Imposing a late fee in the amount of \$25.00 for any civil penalty not paid within the designated period;

(4) Imposing a collections fee of an amount not to exceed thirty percent of the unpaid civil penalty and late fee amounts due; or

(5) Denying any parking permit or privileges issued or granted by the City."

## **Section 3**

That Chapter 24 of the Code of Ordinances for the City of Garland, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**Section 4**

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 5**

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 6**

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

**PASSED AND APPROVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

**PUBLISHED:**

\_\_\_\_\_  
City Secretary



## **GARLAND POLICY REPORT**

### **City Council Work Session Agenda**

**3. d.**

**Meeting Date:** December 12, 2022  
**Item Title:** TxDOT Impaired Driving Mobilization (IDM) Grant 2023  
**Submitted By:** Jeffrey Bryan, Chief of Police  
**Strategic Focus Areas:** Safe Community

---

### **ISSUE**

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

### **OPTIONS**

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

### **RECOMMENDATION**

This item will be scheduled for formal consideration at the December 13, 2022 Regular Meeting.

### **BACKGROUND**

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

### **CONSIDERATION**

The grant for FY 2023 is in the amount of \$14,998.68. If accepted, TxDOT will reimburse the City of Garland \$11,990.46. The grant requires the City to provide \$3,008.22 in matching funds. This will be accomplished in part through fringe benefits expenditures and administrative time spent on grant-related paperwork. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

---



## **Attachments**

TXDOT IDM Agreement 2023  
TXDOT IDM Resolution

---

# **Texas Traffic Safety eGrants**

## **Fiscal Year 2023**

**Organization Name:** City of Garland Police Department

**Legal Name:** City of Garland

**Payee Identification Number:** 17560005344000

**Project Title:** STEP - Impaired Driving Mobilization

**ID:** 2023-GarlandPD-IDM-00002

**Period:** 12/13/2022 to 09/07/2023

**GENERAL INFORMATION**

Project Title : STEP - Impaired Driving Mobilization

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

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

**PROPOSING AGENCY AUTHENTICATION**

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

Name	Jeff Bryan
Title	Chief Of Police
Address	1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9722052012
Fax Number	972-485-4801
E-mail address	bryanJ@garlandtx.gov
Project Director	Daniel Wortman

### **COMPLIANCE REQUIREMENTS**

**Unique Entity Identifier:** All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI is a 12-character, alpha-numeric value. To obtain a UEI number, applicants should go to the SAM.gov website at <https://sam.gov/content/entity-registration> and provide a screen capture or print-as-pdf version of the SAM.gov webpage with the new UEI number.

Unique Entity  
Identifier      SFLHMCK5EH49  
(UEI) :

Please upload a  
screen capture  
or print-as-pdf  
version of the  
SAM.gov  
webpage with  
UEI number

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1169275\\_341462-SAM.govUEI-GarlandPD.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1169275_341462-SAM.govUEI-GarlandPD.pdf)

#### **2 C.F.R. Part 200 Compliance**

Enter the Begin Date and End Date of your Agency's Fiscal Year 2023

Begin Date : 10/1/2022    End Date : 9/30/2023

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

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

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

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

X I agree

#### **STEP Operating Policies and Procedures**

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

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

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1169275\\_341463-SOPwithCoverLetter.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1169275_341463-SOPwithCoverLetter.pdf)

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

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



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

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

**ARTICLE 1. COMPLIANCE WITH LAWS**

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

**ARTICLE 2. STANDARD ASSURANCES**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

### **ARTICLE 3. COMPENSATION**

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

#### **ARTICLE 4. LIMITATION OF LIABILITY**

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

#### **ARTICLE 5. AMENDMENTS**

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

#### **ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK**

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

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

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

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

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

#### **ARTICLE 7. REPORTING AND MONITORING**

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



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

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

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

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

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

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

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

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

## **ARTICLE 8. RECORDS**

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

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

## **ARTICLE 9. INDEMNIFICATION**

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



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

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

#### **ARTICLE 10. DISPUTES AND REMEDIES**

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

#### **ARTICLE 11. TERMINATION**

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

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

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

#### **ARTICLE 12. INSPECTION OF WORK**

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

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



#### **ARTICLE 13. AUDIT**

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

#### **ARTICLE 14. SUBCONTRACTS**

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

#### **ARTICLE 15. GRATUITIES**

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

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

#### **ARTICLE 16. NONCOLLUSION**

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

#### **ARTICLE 17. CONFLICT OF INTEREST**

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

#### **ARTICLE 18. SUBGRANTEE'S RESOURCES**

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



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

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

#### **ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT**

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

#### **ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

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

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

#### **ARTICLE 21. SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 22. CIVIL RIGHTS COMPLIANCE**

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



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

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

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

The State highway safety agency-

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



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

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

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

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

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

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



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

#### **ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

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

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

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

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

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

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

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

##### Instructions for Primary Tier Participant Certification (States)

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



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



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

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

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

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

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

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

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

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

Instructions for Lower Tier Participant Certification

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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



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

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

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

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

#### **ARTICLE 26. CHILD SUPPORT CERTIFICATION**

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

#### **ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS**

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

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

B. The Subgrantee agrees that it shall:

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

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



and

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

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

#### **ARTICLE 28. SINGLE AUDIT REPORT**

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

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

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

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

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

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

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

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

#### **ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION**

*(This article applies only to non-profit entities.)*

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

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

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

**ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM**

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

**COUNTY SERVED**

Dallas County - Dallas District



**POLITICAL DISTRICT SERVED**

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

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

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

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

### **GOALS STRATEGIES AND OPERATIONAL PLAN**

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

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

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

Strategy: Increase enforcement of DWI laws.

X Agency agrees to the above goals and strategies.

#### Operational Plan

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

	<b>Pre-Media Campaign</b>	<b>Enforcement Period</b>
	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Christmas/New Year's Wave	December 13, 2022- December 15, 2022	December 16, 2022 - January 01, 2023
Spring Break Wave	February 28, 2023- March 2, 2023	March 03, 2023 - March 19, 2023
Independence Day Wave	June 20, 2023 - June 22, 2023	June 23, 2023 - July 09, 2023
Labor Day Wave	August 15, 2023 - August 17, 2023	August 18, 2023 - September 04, 2023

Comments:

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

[https://www.dot.state.tx.us/apps/egrants/\\_Upload/1169503\\_342126-CombinedZones.pdf](https://www.dot.state.tx.us/apps/egrants/_Upload/1169503_342126-CombinedZones.pdf)

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

**LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE**

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

**Baseline :** Jurisdictional average annual DWI/DUI KA crashes 12

**Target :** Enforcement activities to reduce total DWI/DUI KA crashes to 11

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



**PI&E OBJECTIVE/PERFORMANCE MEASURE**

X I agree to the below efforts with a public information and education (PI&E) program for each Enforcement Period.

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

**ENFORCEMENT ZONES**

Zone Name	Zone 1
Zone Description	1300- 3400 W. Miller Rd (North) 1900 - 3300 S. Jupiter Rd (West) 11400 - 13700 block I-635 (South) 2000 - 4800 Saturn Rd (East)
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1169683_341218-Zone_1.docx">https://www.dot.state.tx.us/apps/egrants/_Upload/1169683_341218-Zone_1.docx</a>
Additional Documentation	

**ENFORCEMENT ZONES**

Zone Name	Zone 2
Zone Description	1400 W. Buckingham - 1200 E. Buckingham (North) 1700 -1100 N. Country Club (east) 1400 -2300 Castle (northeast) 3900-3100 E. Centerville (east) 2000 S.H. 66 - 1300 W. Ave D (South)
Zone Hours	6 PM to 6 AM during specified Mobilization Periods
Zone Detail Map	<a href="https://www.dot.state.tx.us/apps/egrants/_Upload/1169684_341218-Zone_2.docx">https://www.dot.state.tx.us/apps/egrants/_Upload/1169684_341218-Zone_2.docx</a>
Additional Documentation	

**AGENCY INFORMATION**

Agency Contacts

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

Service Data

- |  |        |
|--|--------|
| 1. What is the size in square miles of your department's service area?         | 57.1   |
| 2. What is the latest estimated population of your service area?               | 242035 |
| 3. How many sworn officer positions is your agency authorized?                 | 359    |
| 4. How many of those positions are currently filled?                           | 329    |
| 5. How many total calls for service did your agency log in the past 12 months? | 155051 |
| 6. How many total crashes did your agency respond to in the past 12 months?    | 8461   |



7. How many total vehicle stops did your agency make in the past 12 months? 12009

BTS Program Area

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

2. Does your department have a traffic unit? Yes

3. Does your department have a DWI unit? Yes

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

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

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

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

8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties?

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

### SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 179								
X Overtime X Regular Time								
For Sections B (PI&E) and C (Administrative Duties) on this page, check the Over Time and/or Regular Time below that apply to those duties. If there are no duties in B and C, leave both boxes unchecked								
	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
<b>A. Enforcement</b>								
Officers/Deputies:	166		\$65.550	\$10,881.30		\$10,881.30	13.02%	\$1,416.75
Sergeants:			\$0				%	\$0
Lieutenants/Other:	13		\$85.320	\$1,109.16		\$1,109.16	13.02%	\$144.41
<b>B. PI&amp;E Activities</b>								
PI&E Activities:			\$0		\$0		%	\$0
<b>C. Administrative Duties</b>								
Captain (Grant Manager, completing PRs, coordinate enforcement hours, building grant, verify supervisor DARS, Oversight of PI&E objectives/performance measures)		6	\$66.280		\$397.68	\$397.68	13.02%	\$51.78
Admin Assistant (compilation of monthly stats, entering DARS into spreadsheets and Access Database, send data to finance for RFR and maintain records for future audits)		6	\$24.250		\$145.50	\$145.50	19.22%	\$27.97
Lieutenants (Coordinate staffing, verify DARS, shift supervision)		4	\$56.880		\$227.52	\$227.52	13.02%	\$29.62
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
<b>Total:</b>				\$11,990.46	\$770.70	\$12,761.16		\$1,670.52
Category	TxDOT	%		Match	%	Total		
Salaries:	\$11,990.46	93.96%		\$770.70	6.04%	\$12,761.16		
Fringe Benefits:	\$0	0.00%		\$1,670.52	100.00%	\$1,670.52		
Breakdown of Fringe Percentages: SWORN: 1.45% Medicare, 11.57% TMRS CIV: 1.45% Medicare, 11.57% TMRS, 6.2% SS			Details of regular time, if included in any of the above hours : All administrative hours are done as straight time All enforcement hours are done as time-and-a-half					

**TRAVEL AND PER DIEM : STEP ENFORCEMENT MILEAGE - 300**

**Instructions:**

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

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

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

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

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

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

	Unit #	Original Vehicle Cost	Life Expectancy (In Years)	Maintenance Costs	Fuel Costs	Yearly Miles	OP Cost/Mile
Vehicle 1	1201935	\$34,602.00	3	\$16,877.10	\$10,400.99	23945	\$1.62
Vehicle 2	1202004	\$35,022.00	3	\$20,973.69	\$12,981.36	29756	\$1.53
Vehicle 3	1202011	\$35,022.00	3	\$18,610.59	\$9,683.28	28024	\$1.43
Vehicle 4	1202017	\$35,022.00	3	\$29,608.27	\$12,389.74	30436	\$1.76
Vehicle 5	1202027	\$35,022.00	3	\$23,428.07	\$10,675.08	26129	\$1.75
Average Operational Cost of the Vehicle Per Mile							\$1.62
<b>Number of Miles Proposed</b>							
350							<b>TOTAL \$567.00</b>

	Amount	Percentages
TxDOT	\$0	0.00%

City of Garland Police Department  
STEP - IDM - 2023

---

Match	\$567.00	100.00%
Total		\$567.00



### Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$11,990.46	\$770.70	\$12,761.16
(200)	Fringe Benefits	\$0	\$1,670.52	\$1,670.52
	Category I Sub-Total	\$11,990.46	\$2,441.22	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$567.00	\$567.00
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$0	\$0
	Category II Sub-Total	\$0	\$567.00	\$567.00
Total Direct Costs		\$11,990.46	\$3,008.22	\$14,998.68
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$11,990.46	\$2,441.22	\$14,431.68
	Total Direct Costs	\$0	\$567.00	\$567.00
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$11,990.46	\$3,008.22	\$14,998.68
	Fund Sources (Percent Share)	79.94%	20.06%	

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM IMPAIRED DRIVING MOBILIZATION GRANT IN THE AMOUNT OF \$14,998.68; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1**

That the Garland City Council hereby accepts a Texas Department of Transportation Selective Traffic Enforcement Program Impaired Driving Mobilization Grant in the amount of \$14,998.68 for the purpose of enforcing Driving While Intoxicated violations during the following four (4) separate enforcement waves:

- (1) Christmas/New Year's Wave - December 16, 2022 to January 1, 2023;
- (2) Spring Break Wave - March 3, 2023 to March 19, 2023;
- (3) Independence Day Wave - June 23, 2023 to July 9, 2023; and
- (4) Labor Day Wave - August 18, 2023 to September 4, 2023.

**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 December 2022.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary



**GARLAND**  
**CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Work Session Agenda**

**4. a.**

**Meeting Date:** December 12, 2022

**Item Title:** Introduction of Mariah Phipps-Jack - New Emergency Management Director

---

**Summary of Request/Problem**

Director of Operations and Emergency Management, Mistie Gardner will introduce the newly hired Emergency Management Director, Mariah Phipps-Jack.

**Recommendation/Action Requested and Justification**

Discussion only.

---



**GARLAND**  
**CITY COUNCIL ITEM SUMMARY SHEET**

**City Council Work Session Agenda**

**4. b.**

**Meeting Date:** December 12, 2022

**Item Title:** Administrative Services Committee Update

---

**Summary of Request/Problem**

Council Member Robert John Smith, Chair of the Administrative Services Committee, will provide a committee update on the following item:

- Ethics Policy

**Recommendation/Action Requested and Justification**

Council discussion.

---

**Attachments**

Ethics Policy Draft

---



## CHAPTER 10

### ARTICLE V. CODE OF ETHICS

#### Sec. 10.50 Policy and general principles

(A) Purpose. It is hereby declared to be the policy of the City that the proper operation of democratic government requires that:

- (1) Public officials be independent, impartial, and responsible only to the people, without regard for self-interest;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure;
- (3) No City official have any financial interest, direct or indirect, or engage in any business, transaction, or professional activity or incur any obligation of any nature that is in conflict with the proper discharge of his or her duties in the public interest;
- (4) Public office not be used for personal gain; and
- (5) The City Council at all times be maintained as a nonpartisan body.

(B) Principles of conduct.

- (1) The City Council further believes that an elected or appointed official of the City assumes a public trust and should recognize the importance of high ethical standards within the organization of which they are a part. Essential values and ethical behaviors that an elected or appointed official should exemplify include the following:
  - (a) Commitment beyond self;
  - (b) Obedience and commitment to the law;
  - (c) Commitment to the public good;
  - (d) Respect for the value and dignity of all individuals;
  - (e) Accountability to the public;
  - (f) Truthfulness;
  - (g) Fairness; and
  - (h) Responsible application of resources.

(2) In keeping with the values set forth above, and to assist in the fulfillment of responsibilities to the persons they serve, each elected or appointed official should subscribe to the following principles:

- (a) To conduct himself or herself and to operate with integrity and in a manner that merits the trust and support of the public;
- (b) To uphold all applicable laws and to abide by all governing policies of the City Council, going beyond the letter of the law to protect or enhance the City's ability to accomplish its missions;
- (c) To treat others with respect, doing for and to others what the official would have done for and to him or her in similar circumstances;
- (d) To be a responsible steward of the taxpayer resources;
- (e) To take no action that could benefit the official personally at the unwarranted expense of the City, avoiding even the appearance of a conflict of interest and to exercise prudence and good judgment at all times;
- (f) To carefully consider the public perception of personal and professional actions and the effect such actions could have, positively or negatively, on the City's reputation both in the community and elsewhere; and
- (g) To strive for personal and professional growth to improve effectiveness as an elected or appointed official.

(3) In order to implement the policy and principles set forth in this section, the City Council has determined that it is advisable to enact this Code of Ethics for all City officials, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the City's public servants, but also as a basis for discipline for those who refuse to abide by its terms, the overriding interest being that officers of the City shall at all times strive to avoid even the appearance of impropriety.

(4) This section is a statement of purpose and principles only. Nothing in this section may be used to create a cause of action against an official under this article.

#### **Sec. 10.51 Definitions**

The following words, terms, and phrases, when used in this article, shall have the meaning subscribed to them in this section, except where the context clearly indicates a different meaning:

Ad hoc means a temporary body formed for a specific purpose and for a short duration.

Affinity means a relationship by “affinity” (by marriage) as determined and computed in sections 573.024 and 573.025 of the Texas Government Code.

Benefit means anything reasonably regarded as a gain or advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Business entity has the meaning provided by Sec. 572.002 of the Texas Government Code.

City Council means the legislative and governing body of the City consisting of the Mayor and Councilmembers. Under the City Charter, the Mayor is a member of the City Council and, unless otherwise expressly provided in this article, the term “City Council” shall necessarily include the Mayor.

Clear and convincing evidence means that measure or degree of proof that produces in a person's mind a firm belief or conviction that the evidence is highly and substantially more likely to be true than untrue.

Compensation means money or any other thing of value that is received, or is to be received, in return for or in connection with an act or decision or forbearance of an act or decision.

Confidential information includes, without limitation, the following information however obtained or transmitted, other than information that has lawfully been disclosed to the public:

- (1) All information held by the City that is not available to the public under the Texas Public Information Act or other law providing for a privilege, exemption from disclosure, or requirement that such information not be released to the public;
- (2) Any information pertaining to a subject that will be or was discussed at a meeting closed to the public pursuant to the Texas Open Meetings Act;
- (3) Any information protected by attorney-client, attorney work product, or other applicable legal privilege; and
- (4) Any information deemed confidential by law.

Consanguinity means a relationship by “consanguinity” (by blood) as determined and computed in sections 573.022 and 573.023 of the Texas Government Code.

Frivolous complaint means a sworn complaint filed under the provisions of this article that is groundless and brought in bad faith or groundless and brought for the purpose of harassment to the subject or subjects of the complaint.

Indirect substantial interest means a substantial interest or benefit gained through a third party.

Just cause means such cause as is found to exist upon a reasonable inquiry that would lead a reasonably intelligent and prudent person to believe that a person has committed an act constituting an ethical violation under this article.

Official means any member of the City Council, any appointed member of a board or commission established by ordinance, Charter or state law, and any member of a committee created, appointed or established by the City Council whether on a permanent or ad hoc basis but excepting those members of boards, commissions, or organizations not operating under the direct authority and subject to the direct control of, the City Council. As used in this article, the term “official” always includes a member of the City Council.

Relative means any person related within the first degree of consanguinity or affinity to an official, to an official's spouse and to a resident of the same household of an official.

Resident of the same household means an individual who, on a continuous basis, lives in the same household and shares the common resources of life with an official.

Substantial interest means a substantial interest in a business entity or real property as determined under Chapter 171 of the Texas Local Government.

#### **Sec. 10.52 Conflicts of interest**

(A) No official may participate in any vote or decision if the official or a relative of the official has a substantial interest in the subject of the vote or decision and is or would be required to abstain under the provisions of Chapter 171 of the Texas Local Government Code.

(B) No member of the City Council may:

- (1) Represent or appear on behalf of a private interest of another before any department or agency of the City or any City board, commission, or committee;
- (2) Represent for compensation or other benefit any private interest of another in any action or proceeding involving the City; or
- (3) Voluntarily participate on behalf of others in any litigation to which the City might be a party.

(C) No other official may, for compensation or other benefit:

- (1) Represent or appear on behalf of the private interests of another before the board, commission, or committee of which the official is a member; or
- (2) Appear before the City Council or before any other board, commission, or committee on appeal from such board, commission, or committee concerning such matter.

(D) No official may accept any compensation, benefit, gift or favor from any person or business entity that might reasonably tend to:

(1) Influence the official in the discharge of official duties; or

(2) Influence the official in the discharge of those official duties to grant any improper favor, service, or thing of value.

(E) No official may use the position of the office to improperly influence others or to secure privileges or exemptions to themselves or others.

(F) No official may engage in any activity as an official that may give the official an advantage over others engaged in a similar business, vocation, or activity as the official in a private capacity.

(G) In any zoning matter, other than city-wide amendments to the zoning ordinance, which may come before the City Council, any member of the City Council who has, or had within the twelve-month period preceding the vote or decision, a substantial interest in any property within 200 feet of the zoning request (or within the area of official notification of the zoning matter, whichever is greater) shall:

(1) Disclose, in writing, the existence of such interest to the City Secretary and the City Attorney in conformance with the provisions of Chapter 171, Texas Local Government Code; and

(2) Thereafter abstain from voting on the matter.(H) For purposes of this article, a substantial interest is considered to exist if the official had a substantial interest in the subject of a vote or decision within the twelve-month period preceding the vote or decision.

### **Sec. 10.53 Campaign contribution disclosure for matters before the City Council**

The City shall make available on the City website a copy of the most recent version of the campaign finance report of each member of City Council.

### **10.54 Conflicting outside employment**

(A) General rule. A City official shall not:

(1) Receive any fee, compensation, or benefit for services as an officer of the City from any source other than the City, except as may otherwise be provided by law or as approved by the City Council;

(2) Solicit, accept, or engage in concurrent outside employment that could reasonably be expected to impair independence of judgment in, or faithful performance of, official duties; or

(3) Personally provide services for compensation, directly or indirectly, to a person or organization that is requesting an approval, investigation, or determination from the body or department of which the official is a member.

(B) Exception. Subsection (A)(3) does not apply to a wages, salary, or employment benefits received by member of the City Council from a vendor who is required to file a vendor's conflicts disclosure statement under Sec. 176.003 of the Texas Local Government Code if the wages, salary, or employment benefits are received in the ordinary course of employment without regard to the vendor's relationship with the City and are the primary source of income for the official.

#### **Sec. 10.55 Unfair advancement of private interests**

(A) General rule. An official may not use his or her official position to unfairly advance or impede the personal interests of the official or another person by granting or securing, or by attempting to grant or secure, for any person (including himself or herself) any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to a member of the public under the same or similar circumstances.

(B) Special rules. The following special rules apply in addition to the general rule set forth above:

(1) Acquisition of interest in impending matters. An official may not acquire an interest in any matter if the official knows that the interest will be affected by impending official action of the City.

(2) Acquisition of interest in decided matter. An official may not acquire an interest in any matter affected by an official action of the City for a period of one year after the date of the official action.

(3) Reciprocal favors. An official may not enter into an agreement or understanding with any other person that a vote or other official action by the official will be rewarded or reciprocated by the other person other than by that person's favorable, lawful vote in an election in which the official is a candidate.

(4) Appointment of relatives. No person who is a relative of a member of the City Council shall be appointed to any board or commission by the City Council other than as a member of the Garland Youth Council.

#### **Sec. 10.56 Former City officials**

(A) Duty of continuing confidentiality. A former City official shall not use or disclose the City's confidential information acquired during service as an official. This rule does not prohibit:

(1) A disclosure of information that no longer constitutes confidential information;

(2) The lawful reporting of illegal or unethical conduct to authorities designated by law as having authority to investigate the alleged illegal or unethical conduct; or

(3) A disclosure required by a court order or otherwise required as a matter of law.

(B) Time limit for representing outside commercial entities. For a period of one year after termination of his or her duties, a former official may not represent any person, group, or entity (other than himself, herself, his or her relative, a non-profit charitable organization, or a business entity created by the City to perform governmental functions) before:

(1) The City Council (if the official was a member of the City Council) or the board or commission of which the official was a member; or

(2) A City department (including, without limitation, the Office of the City Manager) having responsibility for making recommendations to, or taking any action on behalf of, the City Council or the board or commission of which the former official was a member.

(C) Participation in litigation. Without the express consent of the City Council, a former official may not participate in any litigation to which the City is a party in a manner adverse to the interests of the City if the matter is one in which the former official personally participated prior to termination of his or her official duties, or is a matter substantially related to such a matter, and the former official supported or advocated the action or conduct that is the basis for the litigation.

(D) Improper statements. In connection with the representation of private interests, a former official shall not state or imply that he or she is able to influence City action on any basis other than the merits.

(E) No revolving door. Within one year after the termination of official duties, a former official shall not have any financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, goods, or services. Any violation of this subsection, with knowledge, express or implied, of the person or corporation contracting with the City will render the contract involved voidable by the City Manager or the City Council. This subsection applies only to contracts or sales made on a discretionary basis and not to contracts or sales made on a competitive bid basis.

(F) For a period of one year after termination of his or her official duties, a former City official may not, either individually or as the officer or principal of a business entity:

(1) Submit a proposal on behalf of the former official or on behalf of the business entity for any City contract unless that contract is required by state law to be competitively bid; or

(2) Negotiate or enter into any City contract unless that contract is required by state law to be competitively bid.



### **Sec. 10.57 Prohibited political campaign activity**

No official or candidate for City Council may meet with any employee, employees or group of employees of the City for political campaign purposes while any such employee is on duty unless part of an approved City Council activity.

### **Sec. 10.58 Confidential information**

(A) Improper access. With respect to confidential information, a City official shall not use his or her position to obtain confidential information for any purpose other than the performance of official responsibilities.

(B) Improper disclosure or use. A City official shall not intentionally or knowingly disclose any confidential information gained by reason of the official's position. This rule does not prohibit:

- (1) A disclosure of information that no longer constitutes confidential information; or
- (2) The lawful reporting of illegal or unethical conduct to authorities designated by law as having authority to investigate the alleged illegal or unethical conduct.

### **Sec. 10.59 Public property and resources**

No official may use City resources, supplies, equipment, facilities, or expend City funds (including, without limitation, the use of City personnel) for any purpose other than the conduct of official City business, unless otherwise provided for by law, ordinance, or City policy.

### **Sec. 10.60 Disclosure of interest**

(A) Any officer, whether elected or appointed, who has a substantial interest in any matter pending before the City, shall disclose, in writing, such interest to the City Attorney and shall refrain from further discussion of the matter.

(B) In addition to the above disclosure, the officer:

- (1) Shall not be physically present when the subject is discussed in executive session unless requested by a majority of the City Council; and
- (2) Shall not vote on the matter.

### **Sec. 10.61 Complaints against Councilmembers or other officers**

(A) Who may file a complaint. Any person who believes that there has been a violation of this article may file a complaint alleging an ethics violation with the City Secretary.

(B) Form of the complaint. A complaint filed under this section must:

- (1) Be in writing;
- (2) Be sworn to before a notary public;
- (3) Cite the specific provision of this article which the complainant believes has been violated;
- (4) State the approximate date of the alleged violation, or the date on which the alleged violation became known to the complainant; and(5) Supporting documentation, if it exists, should be included with the complaint.

(C) Anonymous and frivolous complaints. Anonymous complaints will not be accepted for filing or further action. Frivolous complaints, as determined from the allegations of the complaint, will not be accepted for filing or for further action. A person who files a frivolous complaint may not file another complaint under this article for a period of one year from the date of filing of the complaint stricken as frivolous.

(D) City Secretary's action. Upon acceptance, the City Secretary will forward a copy of the complaint to the following persons within one business day:

- (1) The official against whom the complaint is filed;
- (2) The City Attorney; and
- (3) The City Council.

The City Secretary may not accept or process any complaint within ninety days prior to an election.

(E) City Attorney's review and action. The City Attorney shall conduct a preliminary review of the complaint to determine whether:

- (1) The complaint is timely filed as set forth in this article; and
- (2) The complaint complies with the requirements of this article as to the form of the complaint.

If in the judgment of the City Attorney the complaint is defective as to form or appears to be frivolous on its face, the complainant shall be given an opportunity to amend and resubmit the complaint to cure the deficiencies. If, in the judgment of the City Attorney, the complaint is not timely filed in accordance with this article, the City Attorney shall forward the complaint directly to the with the recommendation that it be dismissed summarily. If in the judgment of the City Attorney the complaint is correctly submitted as to form and is timely filed, the City Attorney shall notify the Ethics Hearing Board in writing, and shall forward the complaint for further action.

(F) Official's response. The official complained against may file a written response to the complaint within fourteen days after the complaint is filed with the City Secretary. If the official files a response admitting to the violation, the City Secretary shall then forward the complaint, with the official's response, to the City Council for action. If the official files a response denying any portion of the complaint, the City Secretary shall then forward the complaint, with the official's response, to the Ethics Hearing Board. If the official declines to file a response within the 14-day timeframe for doing so, the City Secretary shall then forward the complaint to the Ethics Hearing Board.

## **Sec. 10.62 Ethics Hearing Board**

(A) Creation and composition of an Ethics Hearing Board. Upon receipt of an ethics' complaint, an ad hoc Ethics Hearing Board consisting of five (5) members shall be formed to consider and investigate the complaint.

(B) Composition. The Ethics Hearing Board shall be composed of the chair of the Plan Commission, chair of the Board of Adjustment, chair of the Property Standards Board, and two other members selected by lot by the City Secretary from a pool of members of the Plan Commission and Board of Adjustment. However, an appointee may not be a member of an Ethics Hearing Board if the councilmember that appointed him or her is the subject of the investigation. In the event a complaint is filed against a councilmember that appointed the chair of the Plan Commission, Board of Adjustment, or Property Standards Board, the position(s) shall be filled by lot by the City Secretary from a pool of members of the Plan Commission and Board of Adjustment. The chair of the Plan Commission shall serve as the chair of the Ethics Hearing Board, unless the councilmember that appointed him or her is the subject of the investigation; in which case, the chair of the Board of Adjustment shall serve as the chair of the Ethics Hearing Board. In the event that neither the chair of the Plan Commission nor the chair of the Board of Adjustment is eligible, or able, to serve as the chair of the Ethics Hearing Board, the position shall be filled by a majority vote of the Ethics Hearing Board.

(C) Jurisdiction. The Ethics Hearing Board shall have jurisdiction to review and make findings concerning any alleged violation of this article by any person subject to those provisions, if a complaint is filed within one year after the date the alleged violation is first discovered by, or reported to, a city official. The Board may not consider any alleged violation that occurred more than one year before the date of the filing of a complaint. The termination of a City official's duties does not affect the jurisdiction of the Ethics Hearing Board with respect to alleged violations occurring prior to the termination of the official's official duties.

(D) Powers. The Ethics Hearing Board has the following powers only:

- (1) To establish, amend, and rescind rules and procedures governing its own internal organization and operations in a manner and form consistent with this article;
- (2) To meet as often as necessary to fulfill its responsibilities;

- (3) To request from the City Manager through the City Council the appointment of such staff as is necessary to carry out its duties;
- (4) To review, index, maintain on file, and dispose of sworn complaints;
- (5) To make findings of fact as necessary for the disposition of a complain;
- (6) To make notifications, extend deadlines, and conduct investigations; and
- (7) Such other powers as are specifically granted in this article.

(E) Special legal counsel. In the event a member of the City Council is the subject of an ethic's complaint that has be referred to the Ethics Hearing Board, the City Attorney shall hire outside legal counsel to provide counsel and legal advice to the Ethic Hearing Board.

#### **Sec. 10.63 Preliminary investigation of ethics complaint by Ethics Hearing Board**

(A) Preliminary consideration of the complaint. Each complaint that is filed shall be evaluated to determine whether the complaint states an ethical violation and whether the alleged violation is supported by just cause.

(B) Preliminary investigation. Within 21 days after receipt of a complaint, a preliminary finding shall be made as to whether or not the complaint states a claim under this article and is supported by just cause.

(C) Summary dismissal of a complaint after preliminary investigation. If, by the affirmative vote of a simple majority of the total members, it is determined that the complaint does not state a claim under this article or does not have just cause, based upon the statements and evidence submitted, the complaint shall be dismissed. Written notice of the dismissal must be sent to both the person who made the complaint and the person about whom the complaint was made, identifying the reason or reasons for dismissal. If the complaint is not dismissed, it will be fully and fairly investigated by hearing.

#### **Sec. 10.64 Ethics Hearing Board Procedures**

(A) Evidentiary hearing. Not less than 10 days before the hearing, written notice shall, by certified mail or personal service, be given of the hearing to both the person who made the complaint and the person about whom the complaint was made. The notice must state the specific provision or provisions of this article alleged in the complaint to have been violated.

(B) Ex parte communications. Ex parte communications are those communications that do not involve all parties in the complaint. It is a violation of this article for:

- (1) The complainant, the person charged in the complaint, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in any ex parte

communication about the subject matter of a complaint with a member of the Ethics Hearing Board; or

(2) A member of the Ethics Hearing Board to:

(a) Knowingly entertain an ex parte communication prohibited by the subsection above; or

(b) Knowingly communicate, directly or indirectly, with any person, other than a member of the hearing board, its staff, or its legal counsel, about any issue of fact or law relating to the complaint.

#### **Sec. 10.66 Hearing rules of the Ethics Hearing Board**

(A) The rules contained in this section apply to all hearings on complaints not summarily dismissed under this article.

(B) General rules.

(1) A determination that a violation of this article has occurred can be made only upon an affirmative vote of a simple majority of the total members, otherwise the complaint must be dismissed.

(2) A finding that a violation occurred must be supported by clear and convincing evidence.

(C) Procedural rules.

(1) A majority of the total members must be present for a hearing.

(2) Any member of the Board who is not present at a hearing on a complaint may not participate in any discussion, voting, or disposition regarding the complaint.

(3) All witnesses must be sworn, and the members of the Board or its legal counsel shall conduct questioning of witnesses.

(4) The Board may consider any and all relevant, probative evidence and may establish time limits and other rules relating to the participation of any person in the hearing, subject to subsections (D) and (E) of this section.

(5) The Board may request the presence of and hear testimony from witnesses on its own motion.

(D) Rights of the official charged. The person charged in the complaint has the following rights:

(1) To attend the hearing;

- (2) To make a statement;
- (3) To present and cross-examine witnesses; and
- (4) To be represented by legal counsel or another advisor.

(E) Rights of the complainant. The complainant has the following rights:

- (1) To attend the hearing;
- (2) To make a statement;
- (3) To be accompanied by legal counsel or another advisor.

The legal counsel or other advisor to the complainant may advise the complainant during the course of the hearing, but may not speak on behalf of the complainant, except to represent the complainant while testifying. The complainant may not present or cross-examine witnesses, except with the permission of the Board.

#### **Sec. 10.67 Disposition of complaints**

(A) Written decision required. All reasonable efforts shall be made to issue a written decision within 45 days after receipt of a complaint. The written decision must either:

- (1) Dismiss the complaint, with the grounds for dismissal set forth; or
- (2) Find that there has been a violation of this article and identify in the decision the particular provision or provisions violated.

(B) Copies of the findings and decision must be forwarded to the following persons:

- (1) The complainant;
- (2) The official charged in the complaint;
- (3) The City Attorney; and
- (4) The City Council.

A copy of the findings and decision must also be forwarded to the City Secretary, who shall make it available to the public as authorized by law.

(C) Similar charges barred. If the complaint is dismissed because the evidence failed to establish a violation of this article, another complaint shall not be accepted for filing if based upon substantially the same evidence.

## **Sec. 10.68 Referral for council action**

If after a full investigation and Ethics Board hearing it is determined that a violation of this article has occurred, the City Council may consider the following sanctions:

(A) Letter of notification. A letter of notification may be issued when the City Council finds that a violation of this article was clearly unintentional or when the action or conduct found to have been a violation of this article was performed by the official in reliance on an opinion of the City Attorney. A letter of notification must advise the official to whom the letter is directed of any steps to be taken to avoid future violations.

(B) Letter of admonition. A letter of admonition may be issued when the City Council finds that the violation of this article was minor or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.

(C) Reprimand. A reprimand may be issued when the City Council finds that a violation of this article was committed intentionally or through disregard of this article.

(D) Censure. A resolution of censure may be issued when the City Council finds that a serious or repeated violation of this article has been committed intentionally or through culpable disregard of this article.

(E) Removal or suspension from office. Any official, other than a City Councilmember, may be removed or suspended from office when the City Council finds that a serious or repeated violation of this article was committed intentionally or through culpable disregard of this article. Removal shall be in compliance with the City Charter and other applicable law. Any term of suspension shall be set by the City Council.

(F) Suspension or revocation of privileges of members of City Council. A City Councilmember's right to represent his or her district may not be suspended or revoked in regard to Work Sessions, Special Meetings, or Regular Meetings of the City Council. However, the City Council may suspend or revoke any, or a combination of, the following privileges:

- (1) leadership roles on City Council;
- (2) committee memberships;
- (3) participation as a City Official at public events, other than meetings of the City Council; or
- (4) the inclusion or removal of a councilmember's name on official plaques or dedications.

**Sec. 10.69    Petition for declaratory ruling**

Any official against whom public allegations of ethics violations have been made in the media or elsewhere has the right to file a sworn statement with the City Secretary affirming his or her innocence, and to request the Ethics Hearing Board to review the allegations and make known its findings to the public.