

Work Session Room at City Hall
Monday, May 20, 2024
6 p.m.



William E. Dollar Municipal Building
200 N. Fifth St.
Garland, Texas

GARLAND

CITY OF GARLAND WORK SESSION OF THE CITY COUNCIL

The Garland City Council extends to all visitors a sincere welcome. We value your interest in our community and your participation in the meetings of this governing body. Visit GarlandTX.gov/Council for a full list of meeting dates.

The Work Session Room at Garland City Hall is wheelchair accessible, and ADA parking is available on the street as well as in the public parking garage. Persons with disabilities who may need auxiliary aids or services must contact the City Secretary's Office at 972-205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. Braille is not available.

NOTICE: Pursuant to Section 551.127 of the Texas Government Code, one or more members of the City Council may attend this meeting by internet/video remote means. A quorum of the City Council, as well as the presiding officer, will be physically present at the above identified location. Members of the public that desire to make a public comment must attend the meeting in person.

PUBLIC COMMENTS ON WORK SESSION ITEMS

Members of the audience may address the City Council on any Work Session item at the beginning of the meeting. Speakers are allowed three minutes each, grouped by agenda item and called in the order of the agenda. Anyone wishing to speak must fill out a speaker card (located at the entrance to the Council Chambers and on the visitor's side of the Work Session Room) and give it to the City Secretary before the Mayor calls the meeting to order. Speakers are limited to addressing items on the Work Session agenda only. Items on a Regular Meeting agenda should be addressed at the respective Regular Meeting. Items not currently on an agenda may be addressed during the citizen comments portion of any Regular Meeting.

CONSIDER THE CONSENT AGENDA

Council may ask for discussion or further information on any item posted in the consent agenda of the next Regular Meeting. Council may also ask that an item on the consent agenda be pulled and considered for a vote separate from the consent agenda at the next Regular Meeting. All discussions or deliberations are limited to posted agenda items and may not include new or unposted subject matter.

WRITTEN BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a written briefing.

1. Investment Portfolio Summary

Staff will provide a copy of the Portfolio Summary Report to Council for this quarter.

2. Ordinance Creating Municipal Electrical Maintenance Technician License

Consider an ordinance amending Chapter 30 of the Code of Ordinances, authorizing the City to issue municipal electrical maintenance license to employees of governmental entities conducting limited "electrical work," as defined by the Texas Occupations Code, on public property owned or controlled by the governmental entity.

3. FY 2023-24 Budget Amendment No. 3

City Council is requested to consider FY 2023-24 Budget Amendment No. 3, which is scheduled for formal consideration at the June 4, 2024, Regular Meeting. FY 2023-24 Budget Amendment No. 3 includes adjustments to the Electric Utility Fund.

4. TxDOT Click It or Ticket Grant May 2024

City Council is requested to consider approval for a resolution pertaining to the 2024 Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant, and authorization for the Chief of Police to execute any required documents to finalize the transaction.

5. TxDOT Operation Slowdown Grant 2024

City Council is requested to consider a resolution for the 2024 Texas Department of Transportation (TXDOT) Selective Traffic Enforcement Program (STEP) Operation Slowdown Grant and authorize the Chief of Police to execute such documents necessary to complete the transaction.

6. Next Generation 9-1-1 Statutory Distribution of Funds Certification

City Council is requested to consider by minute action a request from the Police Department to allow the City Manager to execute a statutory distribution of funds certification with the Commission on State Emergency Communications (CSEC).

VERBAL BRIEFINGS

Council may ask for discussion, further information, or give direction to staff on an item posted as a verbal briefing.

7. Parking Enforcement Program Update

Staff will provide the Council with an update on the Parking Enforcement Program.

8. 2024-2025 CDBG, HOME and ESG Federal Grant Allocation

The Community Development Department will provide a presentation concerning the distribution of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding, and Emergency Solutions Grant (ESG) funding.

9. Development Services Committee Report

Chairperson Hedrick of the Development Services Committee, with the assistance of staff, will present Council with a committee report and recommendations on items related thereto.

10. City Manager Preview of the June 29 City Council Workshop

City Manager, Jud Rex, will provide a preview of some of the material to be covered at the June 29 City Council workshop. Workshop topics will include the City's mission and vision, strategic focus areas, FY2025 budget priorities, and direction on key long-term funding decisions.

CONSIDER APPOINTMENTS TO BOARDS AND COMMISSIONS

Terms are usually staggered whereby at least half of the membership has previous experience. Members are appointed based on qualifications.

11. Mayor Scott LeMay

- Dorothy White - Library Board

ANNOUNCE FUTURE AGENDA ITEMS

A Council member, 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 of a committee of the City Council. No substantive discussion of that item will

take place at this time.

EXECUTIVE SESSION

12. The City Council will adjourn into executive session pursuant to Sections 551.072, 551. 087, and 551.071 of the Texas Government Code to deliberate or discuss
 1. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate 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 (551.087), in the vicinity of West Miller and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
 2. The purchase, exchange, lease or value of several tracts of real property for economic development purposes (551.087), located in in the vicinity of the State Highway 190 corridor within the City of Garland (551.072) and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).
 3. Economic development matters related to commercial or financial information that the City has received from one or more business prospects that the City seeks to have locate 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 (551.087), including the possible purchase of real property located in the vicinity of South Garland Road and Interstate Highway 635 (551.072), and attorney/client matters concerning privileged and unprivileged client information related to the same (551.071).

ADJOURN

All Work Sessions of the Garland City Council are broadcast live on CGTV, Time Warner Cable Channel 16 and Frontier FIOS TV 44. Meetings are rebroadcast at 9 a.m. and 7 p.m. Tuesdays - Sundays. Live streaming and on-demand videos of the meetings are also available online at GarlandTX.tv. Copies of the meetings can be purchased through the City Secretary's Office (audio CDs are \$1 each and DVDs are \$3 each).

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 to 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]



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

1.

Meeting Date: 05/20/2024
Title: Investment Portfolio Summary
Submitted By: Matt Watson, Chief Financial Officer
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Staff presents the Portfolio Summary report to Council each quarter.

Background

The report is a requirement of the Public Funds Investment Act. The management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Strategy and Investment Policy.

Consideration / Recommendation

The March 31, 2024, Portfolio Summary is presented to inform the Council of the current status of the City's invested funds. Staff will be available to discuss the report with Council.

Attachments

Investment Strategy and Policy



GARLAND

May 20, 2024

To: Members of the City Council,
City Manager,
and City of Garland Residents

The Portfolio Summary report is presented to Council each quarter. We certify that the March 31, 2024 report complies with the requirements of the Public Funds Investment Act. Management of the City's portfolios is maintained in accordance with the City Council Financial Policy, Statement of Investment Policy and Statement of Investment Strategy.

A blue ink signature of Matt Watson, written in a cursive style, positioned above a horizontal line.

Matt Watson
Finance Director

A black ink signature of Kathryn Ritchie, written in a cursive style, positioned above a horizontal line.

Kathryn Ritchie
Controller

A blue ink signature of Don Daugherty, written in a cursive style, positioned above a horizontal line.

Don Daugherty
Cash & Debt Manager

City of Garland

Portfolio Summary

The City of Garland Portfolio Summary presents investment portfolio information on eight portfolios. Each portfolio has a purpose with unique investment management characteristics and objectives.

All portfolios and funds on hand are managed in compliance with the requirements of the Public Funds Investment Act. Management of the City's portfolios is conducted in accordance with the City Council Financial Policy, Statement of Investment Policy, and Statement of Investment Strategy.

Treasury Portfolio

The Treasury Portfolio is the primary source of funding City operation and maintenance expenditures. All budgeted revenues as well as bond proceeds are deposited into the Treasury Portfolio. The portfolio is managed so that sufficient liquidity is achieved at all times to support the ongoing operations, maintenance and capital improvements of the City.

General Obligation Interest & Sinking Portfolio

The General Obligation Interest & Sinking Portfolio pays periodic debt service on tax supported debt. Ad Valorem tax collections is the major revenue source. The portfolio is managed to ensure that debt is paid when it becomes due.

Rate Mitigation Portfolio

The Rate Mitigation Portfolio was established in 1997. The assets in the portfolio may be used to either pay Garland Power & Light Electric Utility debt service or to offset rate increases of the Electric Utility. The portfolio is managed according to forecasted funding requirements.

Economic Development Portfolio

The Economic Development Portfolio serves as a funding source for economic development initiatives. The portfolio maintains ample liquidity since a major expenditure can occur within a short amount of time.

CMH Landfill Portfolio

The CMH Landfill Portfolio holds invested funds that will be used to expand the Hinton Landfill when a current refuse cell reaches its capacity. The portfolio is managed so that funding is available when needed.

Water & Sewer Reserve Portfolio

The Water & Sewer Reserve Portfolio is required by Water & Sewer bond covenants. The City is required to set aside a reserve which serves as additional assurance to a bond holder that Water & Sewer debt will be paid when due.

CIP Interim Financing Portfolio

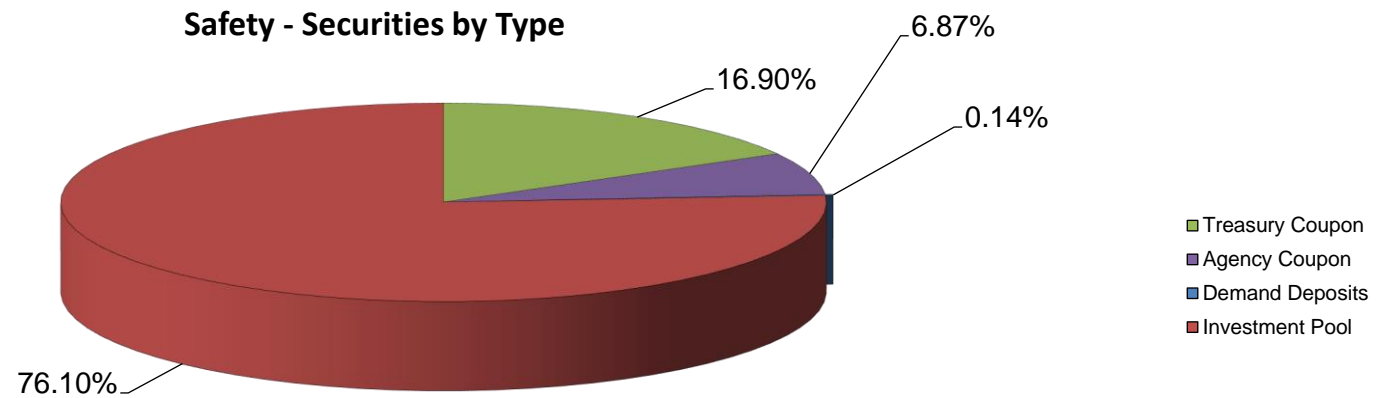
The CIP Interim Financing Portfolio is comprised of funds which will be spent in the General Obligation, the Electric Utility and the Water & Sewer Utility Capital Improvement Programs. The funds are managed to achieve maximum liquidity.

Grants & Other Portfolio

The Grants & Other Portfolio is comprised of funds that have been granted to the City by Federal or State agencies which are yet unspent. Maximum liquidity is required in this portfolio.

Safety - Securities by Type
City of Garland, Texas
March 31, 2024

<u>Security Type</u>	<u>Treasury</u>	<u>GO I & S</u>	<u>Rate Mitigation</u>	<u>Economic Development</u>	<u>CMH Landfill</u>	<u>Water & Sewer Reserve</u>	<u>CIP Interim Financing</u>	<u>Grants & Other</u>	<u>Total Book Value</u>	<u>Percent</u>
Treasury Coupon	\$ 98,392,891	\$ -	\$ 49,241,707	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 147,634,599	16.90%
Agency Coupon	34,991,434	-	25,006,526	-	-	-	-	-	59,997,960	6.87%
Demand Deposits	1,242,148	-	-	-	-	-	-	-	1,242,148	0.14%
Investment Pool	389,685,083	9,334,558	186,031,526	1,902,358	10,623,376	455,593	19,762,124	47,152,938	664,947,556	76.10%
Total	\$ 524,311,557	\$ 9,334,558	\$ 260,279,760	\$ 1,902,358	\$ 10,623,376	\$ 455,593	\$ 19,762,124	\$ 47,152,938	\$ 873,822,263	100.00%

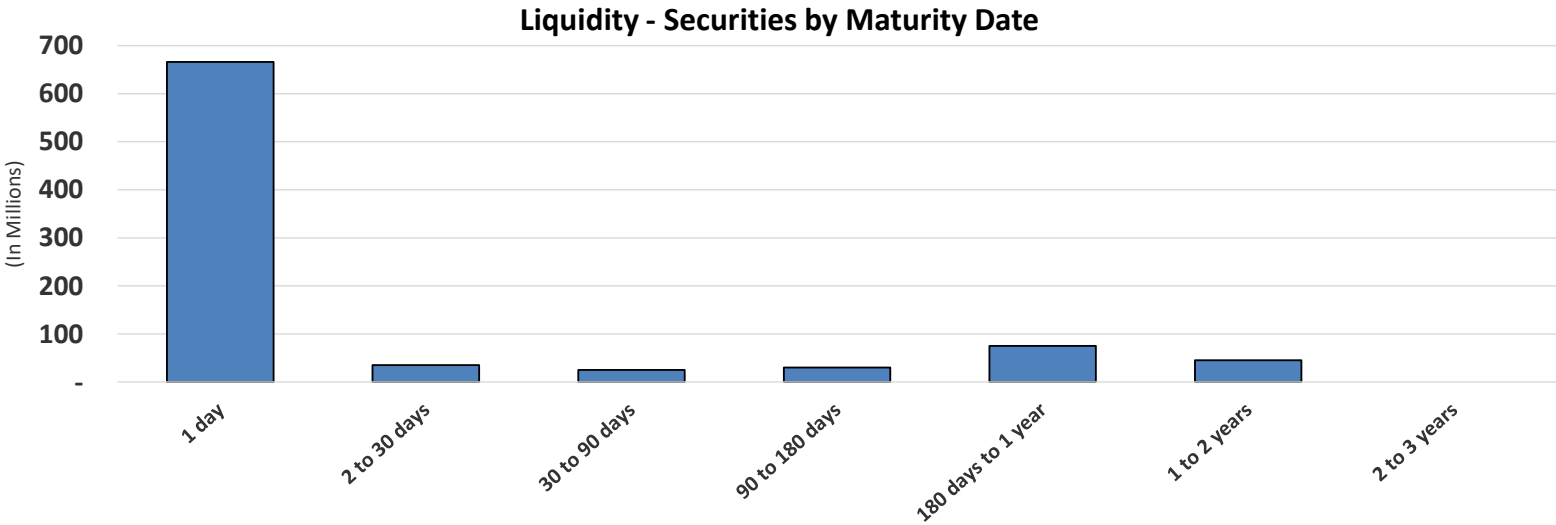


Note:

Safety and preservation of capital are the foremost objectives of the investment program. Types of securities held in the investment portfolio must be authorized by the Texas Government Code and City Council Policy.

Liquidity - Securities by Maturity Date
 City of Garland, Texas
 March 31, 2024

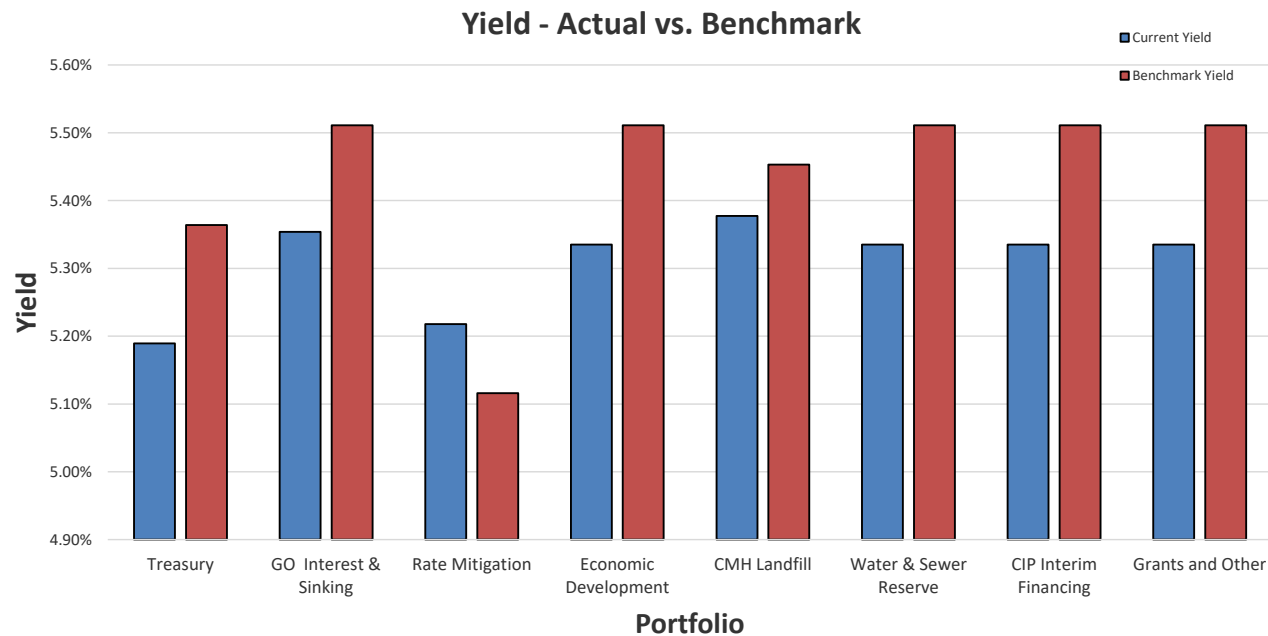
	Treasury	GO I & S	Rate Mitigation	Economic Development	CMH Landfill	Water & Sewer Reserve	CIP Interim Financing	Grants & Other	Total Par Value	Percent
1 day - Pools & Demand Deposits	\$ 390,927,231	\$ 9,334,558	\$ 186,031,526	\$ 1,902,358	\$ 10,623,376	\$ 455,593	\$ 19,762,124	\$ 47,152,938	\$ 666,189,705	76.03%
2 to 30 days	20,000,000	-	15,000,000	-	-	-	-	-	35,000,000	3.99%
31 to 90 days	15,000,000	-	10,000,000	-	-	-	-	-	25,000,000	2.85%
91 to 180 days	15,000,000	-	15,000,000	-	-	-	-	-	30,000,000	3.42%
181 days to 1 year	55,000,000	-	20,000,000	-	-	-	-	-	75,000,000	8.56%
1 to 2 years	30,000,000	-	15,000,000	-	-	-	-	-	45,000,000	5.14%
Total	<u>\$ 525,927,231</u>	<u>\$ 9,334,558</u>	<u>\$ 261,031,526</u>	<u>\$ 1,902,358</u>	<u>\$ 10,623,376</u>	<u>\$ 455,593</u>	<u>\$ 19,762,124</u>	<u>\$ 47,152,938</u>	<u>\$ 876,189,705</u>	<u>100.00%</u>
Weighted Average Maturity Days	59	1	55	1	1	1	1	1	52	



Note:
 Liquidity is maintained in the investment portfolio to ensure that all operating expenditures are paid when due. Securities with varing maturities comprise the investment portfolio so that sufficient funds are always available.

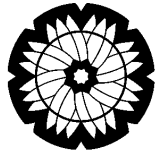
Yield - Interest Income
City of Garland, Texas
March 31, 2024

Portfolio	Interest Income	Current	Benchmark	Over (Under)	Benchmark
	Fiscal YTD	Yield	Yield	Benchmark	Source
Treasury	\$ 14,060,824	5.189%	5.364%	-0.175%	Average 6 month CMT
GO Interest & Sinking	766,416	5.354%	5.511%	-0.157%	Average 1 month CMT
Rate Mitigation	6,575,602	5.218%	5.116%	0.102%	Average 1 year CMT
Economic Development	50,220	5.335%	5.511%	-0.176%	Average 1 month CMT
CMH Landfill	267,536	5.377%	5.453%	-0.076%	Average 3 month CMT
Water & Sewer Reserve	11,508	5.335%	5.511%	-0.176%	Average 1 month CMT
CIP Interim Financing	619,207	5.335%	5.511%	-0.176%	Average 1 month CMT
Grants and Other	1,291,605	5.335%	5.511%	-0.176%	Average 1 month CMT
Total Portfolios	\$ 23,642,919				



Note:

The investment program is designed to attain a market average rate of return taking into account the cash flow characteristics of each portfolio. Investment securities are held to maturity. Consequently, losses are not incurred.



GARLAND

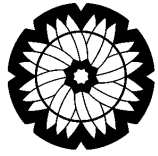
City of Garland Texas Compliance Summary Sorted by Issuer October 1, 2023 - March 31, 2024

City of Garland
-

Issuer			Par Value	Market Value	Book Value	Accrued Interest
Federal Farm Credit Bank	Value beginning	10/01/2023	10,000,000.00	9,959,048.70	9,982,483.75	29,166.67
	Net Change		20,000,000.00	20,015,803.10	19,997,280.89	229,531.25
	Value ending	03/31/2024	30,000,000.00	29,974,851.80	29,979,764.64	258,697.92
Federal Home Loan Bank	Value beginning	10/01/2023	30,000,000.00	29,811,176.60	30,032,726.44	349,444.44
	Net Change		0.00	136,442.60	-14,531.14	0.00
	Value ending	03/31/2024	30,000,000.00	29,947,619.20	30,018,195.30	349,444.44
Federally Insured Cash Account	Value beginning	10/01/2023	12,142.17	12,142.17	12,142.17	0.00
	Net Change		313.66	313.66	313.66	0.00
	Value ending	03/31/2024	12,455.83	12,455.83	12,455.83	0.00
Insured Cash Shelter Account	Value beginning	10/01/2023	1,198,713.20	1,198,713.20	1,198,713.20	35.09
	Net Change		30,979.31	30,979.31	30,979.31	0.00
	Value ending	03/31/2024	1,229,692.51	1,229,692.51	1,229,692.51	35.09
TEXPOOL Investement Pool	Value beginning	10/01/2023	593,709,594.10	593,709,594.10	593,709,594.10	0.20
	Net Change		-13,836,032.51	-13,836,032.51	-13,836,032.51	0.10
	Value ending	03/31/2024	579,873,561.59	579,873,561.59	579,873,561.59	0.30
Texpool Prime Investment Pool	Value beginning	10/01/2023	61,332,279.06	61,332,279.06	61,332,279.06	0.00
	Net Change		1,728,522.33	1,728,522.33	1,728,522.33	0.00
	Value ending	03/31/2024	63,060,801.39	63,060,801.39	63,060,801.39	0.00

City of Garland
Texas Compliance Summary
October 1, 2023 - March 31, 2024

Issuer			Par Value	Market Value	Book Value	Accrued Interest
TXSTAR	Value beginning	10/01/2023	21,435,196.87	21,435,196.87	21,435,196.87	0.00
	Net Change		577,996.31	577,996.31	577,996.31	0.00
	Value ending	03/31/2024	22,013,193.18	22,013,193.18	22,013,193.18	0.00
United States Treasury	Value beginning	10/01/2023	145,000,000.00	142,117,073.65	142,662,283.80	292,977.88
	Net Change		5,000,000.00	5,256,464.05	4,972,315.10	137,391.01
	Value ending	03/31/2024	150,000,000.00	147,373,537.70	147,634,598.90	430,368.89
Total	Value beginning	10/01/2023	862,687,925.40	859,575,224.35	860,365,419.39	671,624.28
	Net Change		13,501,779.10	13,910,488.85	13,456,843.95	366,922.36
	Value ending	03/31/2024	876,189,704.50	873,485,713.20	873,822,263.34	1,038,546.64



GARLAND

City of Garland Texas Compliance Details Sorted by Issuer March 31, 2024

City of Garland

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: Federal Farm Credit Bank												
3133EPW43	2589	214	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	10/30/2024		4.875	99.852	03/28/2024	4,992,623.00	4,997,428.63
3133EPW43	2590	100	Federal Agency Coupon Securities	> 1 Y	10,000,000.00	10/30/2024		4.875	99.852	03/28/2024	9,985,246.00	9,994,857.26
3133EPJ71	2588	100	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	12/04/2024		5.125	99.987	03/28/2024	4,999,357.50	4,998,920.00
3133EPCW3	2566	100	Federal Agency Coupon Securities	> 1 Y	10,000,000.00	03/10/2025		5.000	99.976	03/28/2024	9,997,625.30	9,988,558.75
					Subtotal	30,000,000.00					29,974,851.80	29,979,764.64
Issuer: Federal Home Loan Bank												
3130ATNX1	2565	214	Federal Agency Coupon Securities	> 1 Y	10,000,000.00	04/26/2024		5.000	99.975	03/28/2024	9,997,549.10	10,000,000.00
3130ATVD6	2571	100	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	09/13/2024		4.875	99.805	03/28/2024	4,990,251.45	5,002,870.89
3130ATVD6	2572	214	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	09/13/2024		4.875	99.805	03/28/2024	4,990,251.45	5,002,870.89
3130AUX58	2567	100	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	01/06/2025		4.650	99.695	03/28/2024	4,984,783.60	5,006,226.76
3130AUX58	2568	214	Federal Agency Coupon Securities	> 1 Y	5,000,000.00	01/06/2025		4.650	99.695	03/28/2024	4,984,783.60	5,006,226.76
					Subtotal	30,000,000.00					29,947,619.20	30,018,195.30
Issuer: Federally Insured Cash Account												
FICA1	1944	100	CD's Rolling	< 1 Y	12,455.83			5.084	100.000	04/30/2021	12,455.83	12,455.83
					Subtotal	12,455.83					12,455.83	12,455.83
Issuer: Insured Cash Shelter Account												
ICSA	1991	100	CD's Rolling	< 1 Y	1,229,692.51			5.100	100.000	04/30/2021	1,229,692.51	1,229,692.51
					Subtotal	1,229,692.51					1,229,692.51	1,229,692.51
Issuer: TEXPOOL Investement Pool												
TREASURY	1825	100	Investment Pool Accounts	< 1 Y	322,071,780.72			5.335	100.000	10/30/2020	322,071,780.72	322,071,780.72
DEBTSVC	1814	111	Investment Pool Accounts	< 1 Y	8,260,236.47			5.335	100.000	10/30/2020	8,260,236.47	8,260,236.47
RATE	1815	214	Investment Pool Accounts	< 1 Y	172,390,526.66			5.335	100.000	10/30/2020	172,390,526.66	172,390,526.66
LANDFILL	1812	635	Investment Pool Accounts	< 1 Y	7,878,005.01			5.335	100.000	10/30/2020	7,878,005.01	7,878,005.01
HCV	1865	822-01	Investment Pool Accounts	< 1 Y	1,283,504.40			5.335	100.000	10/30/2020	1,283,504.40	1,283,504.40
FSS ESCROW	1866	822-02	Investment Pool Accounts	< 1 Y	241,877.37			5.335	100.000	10/30/2020	241,877.37	241,877.37
SEIZURE OTHR	1905	923	Investment Pool Accounts	< 1 Y	70,987.33			5.335	100.000	10/30/2020	70,987.33	70,987.33
ED FD	2186	694	Investment Pool Accounts	< 1 Y	1,902,358.09			5.335	100.000	10/30/2020	1,902,358.09	1,902,358.09

Portfolio CITY
AP

City of Garland
Texas Compliance Details
March 31, 2024

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: TEXPOOL Investement Pool												
GO CP	2268	601	Investment Pool Accounts	< 1 Y	5,140,853.31			5.335	100.000	10/30/2020	5,140,853.31	5,140,853.31
ELEC CP	2269	210	Investment Pool Accounts	< 1 Y	9,983,460.17			5.335	100.000	10/30/2020	9,983,460.17	9,983,460.17
WATER CP	2270	220	Investment Pool Accounts	< 1 Y	1,547,949.64			5.335	100.000	10/30/2020	1,547,949.64	1,547,949.64
SEWER CP	2271	230	Investment Pool Accounts	< 1 Y	2,677,991.72			5.335	100.000	10/30/2020	2,677,991.72	2,677,991.72
JAG-2018	2469	871-18	Investment Pool Accounts	< 1 Y	0.01			5.335	100.000	10/30/2020	0.01	0.01
TWDB ESCROW	2475	228-02	Investment Pool Accounts	< 1 Y	171,029.82			5.335	100.000	10/30/2020	171,029.82	171,029.82
TWDB RESERVE	2477	228-03	Investment Pool Accounts	< 1 Y	455,592.70			5.335	100.000	10/30/2020	455,592.70	455,592.70
COVID 19	2502	941	Investment Pool Accounts	< 1 Y	56,998.51			5.335	100.000	10/30/2020	56,998.51	56,998.51
RTR PROJECT	2504	692	Investment Pool Accounts	< 1 Y	240,838.97			5.335	100.000	10/30/2020	240,838.97	240,838.97
JAG-2019	2521	871-19	Investment Pool Accounts	< 1 Y	1.39			5.335			1.39	1.39
JAG-2020	2522	871-20	Investment Pool Accounts	< 1 Y	2.27			5.335			2.27	2.27
ARP	2524	943	Investment Pool Accounts	< 1 Y	45,499,567.03			5.335			45,499,567.03	45,499,567.03
				Subtotal	579,873,561.59						579,873,561.59	579,873,561.59
Issuer: Texpool Prime Investment Pool												
SYS2417	2417	100	Investment Pool Accounts	< 1 Y	45,600,109.24			5.498	100.000	10/30/2020	45,600,109.24	45,600,109.24
SYS2418	2418	214	Investment Pool Accounts	< 1 Y	13,640,999.56			5.498	100.000	10/30/2020	13,640,999.56	13,640,999.56
SYS2418	2419	635	Investment Pool Accounts	< 1 Y	2,745,371.20			5.498	100.000	10/30/2020	2,745,371.20	2,745,371.20
SYS2418	2420	111	Investment Pool Accounts	< 1 Y	1,074,321.39			5.498	100.000	10/30/2020	1,074,321.39	1,074,321.39
				Subtotal	63,060,801.39						63,060,801.39	63,060,801.39
Issuer: TXSTAR												
TEXSTAR	1822	100	Investment Pool Accounts	< 1 Y	22,013,193.18			5.299	100.000	10/30/2020	22,013,193.18	22,013,193.18
				Subtotal	22,013,193.18						22,013,193.18	22,013,193.18
Issuer: United States Treasury												
91282CBV2	2560	100	Treasury Coupon Securities	> 1 Y	15,000,000.00	04/15/2024		0.375	99.809	03/28/2024	14,971,424.10	14,984,476.77
91282CBV2	2577	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2024		0.375	99.809	03/28/2024	4,990,474.70	4,991,483.90
91282CBV2	2578	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2024		0.375	99.809	03/28/2024	4,990,474.70	4,991,483.90
912828WJ5	2569	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	05/15/2024		2.500	99.653	03/28/2024	4,982,652.35	4,986,221.59
912828WJ5	2570	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	05/15/2024		2.500	99.653	03/28/2024	4,982,652.35	4,986,221.59
91282CCG4	2581	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2024		0.250	98.951	03/28/2024	9,895,117.20	9,902,317.21
91282CCG4	2582	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	06/15/2024		0.250	98.951	03/28/2024	4,947,558.60	4,951,158.61
91282CCL3	2583	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2024		0.375	98.584	03/28/2024	4,929,248.05	4,933,839.12
91282CCL3	2584	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	07/15/2024		0.375	98.584	03/28/2024	4,929,248.05	4,933,839.12

Portfolio CITY
AP

City of Garland
Texas Compliance Details
March 31, 2024

CUSIP	Investment #	Fund	Investment Type	Investment Class	Par Value	Maturity Date	Call Date	Current Rate	Market Price	Market Date	Market Value	Book Value
Issuer: United States Treasury												
912828D56	2585	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2024		2.375	98.901	03/28/2024	4,945,068.35	4,950,466.20
912828D56	2586	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	08/15/2024		2.375	98.901	03/28/2024	4,945,068.35	4,950,466.20
912828G38	2591	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	11/15/2024		2.250	98.187	03/28/2024	4,909,375.00	4,919,814.16
912828G38	2592	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	11/15/2024		2.250	98.187	03/28/2024	9,818,750.00	9,839,628.32
91282CDZ1	2593	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	02/15/2025		1.500	96.913	03/28/2024	4,845,654.30	4,861,959.29
91282CDZ1	2594	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	02/15/2025		1.500	96.913	03/28/2024	9,691,308.60	9,723,918.58
912828ZF0	2587	100	Treasury Coupon Securities	> 1 Y	5,000,000.00	03/31/2025		0.500	95.643	03/28/2024	4,782,177.75	4,787,010.71
91282CEH0	2595	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	04/15/2025		2.625	97.603	03/28/2024	9,760,351.60	9,785,575.31
91282CEH0	2597	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	04/15/2025		2.625	97.603	03/28/2024	4,880,175.80	4,892,787.65
912828XB1	2598	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	05/15/2025		2.125	96.921	03/28/2024	9,692,187.50	9,719,709.43
912828XB1	2611	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	05/15/2025		2.125	96.921	03/28/2024	4,846,093.75	4,859,854.71
91282CEU1	2605	100	Treasury Coupon Securities	> 1 Y	10,000,000.00	06/15/2025		2.875	97.589	03/28/2024	9,758,984.40	9,788,244.35
91282CEU1	2609	214	Treasury Coupon Securities	> 1 Y	5,000,000.00	06/15/2025		2.875	97.589	03/28/2024	4,879,492.20	4,894,122.18
				Subtotal	150,000,000.00						147,373,537.70	147,634,598.90
				Total	876,189,704.50						873,485,713.20	873,822,263.34



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

2.

Meeting Date: 05/20/2024
Title: Ordinance Creating Municipal Electrical Maintenance Technician License
Submitted By: Brian England, City Attorney
Strategic Focus Area: Well-Maintained City Infrastructure
Sound Governance and Finances

Issue/Summary

This is a proposed technical amendment to the Code of Ordinances that will allow governmental employees working within the City of Garland on public property owned by their employer to conduct limited "electrical work" and maintenance through the issuance of a municipal electrical maintenance license, which is authorized by state law.

Background

The Texas Occupations Code ("Code") generally exempts the City from needing to have a Contractor's License to hire employees to conduct minor "electrical work" and repairs on property owned by the City of Garland. However, the Code does not exempt the individual city employees from statutory license requirements to conduct "electrical work," as defined by the Code. Section 1305.201 of the Texas Occupations Code authorizes the City to issue an electrical maintenance technician license to employees of businesses within its jurisdiction that conduct limited "electrical work" on the company's property as part of their employment.

This proposed amendment to the Code of Ordinances will allow employees of governmental entities located within the City of Garland to apply for an electrical maintenance technician license to conduct limited "electrical work" on property owned by the governmental entity.

Consideration / Recommendation

Consider and approve this amendment to the code of ordinances.

Attachments

Chapter 30 Electrical Maintenance Techs Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE III, "ELECTRICAL CODE," CHAPTER 30, "BUILDING INSPECTION" OF THE CODE OF ORDINANCES OF THE CITY OF GARLAND, SECTION 30.51, "ELECTRICAL REGISTRATIONS, LICENSES, AND SUPERVISION OF WORK"; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

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

Section 1

That Article III, "Electrical Code" of Chapter 30 "Building Inspection," of the Code of Ordinances of the City of Garland, Texas, Section 30.51, "Electrical registrations, licenses, and supervision of work." is hereby amended in part of to read as follows:

"§30.51 Electrical registrations, licenses, and supervision of work.

. . .

(B) Except as provided in subsections (C) and (D), all provisions of the Texas Electrical Safety and Licensing Act, found in the State Occupations Code, title 8, chapter 1305 and the Administrative Rules of the state department of licensing and regulation, 16 Texas Administrative Code, chapter 73 shall be in full force within the City.

. . .

(D) Municipal Electrical Maintenance License. Pursuant to Subchapter E, "Regulation of Electricians by Local Governments," Section 1305.201, "Municipal or Regional Regulation," of the Texas Occupations Code, an electrical maintenance technician license may be issued by the City to allow a governmental entity located within the City to employ persons as electrical maintenance technicians, which are qualified and authorized by this Code to maintain and make minor repairs to electrical systems on property that is owned or controlled by the governmental entity.

(1) Qualifications. Persons performing electrical work under this section in their capacity as an

employee of a governmental entity may apply for a license as an electrical maintenance technician with the City. Applicants applying for a municipal electrical maintenance technician license must complete eight (8) hours of training approved by the Building Official.

(2) Limitations of work. Work that may be performed under this license by an electrical maintenance technician shall be limited to the maintenance of, repair or replacement of devices or lighting fixtures, having the same characteristics as the existing devices or fixtures, in or on existing outlets and shall include, but not be limited to the following:

- a. 120-volt receptacles of all types;
- b. 240-volt 3-wire and 4-wire appliance receptacles. Replacement of these receptacles shall be limited to like configuration and amperage receptacles;
- c. Resetting or replacement of overcurrent devices and safety switches of only the same voltage, current, ampere interrupting capacity (AIC) including:
 1. One, two, or three pole circuit breakers not exceeding 200-amps at 480-volts;
 2. One, two, or three pole safety switches (fused or non-fused) not to exceed 200-amps at 480-volts; and
 3. Fuses not to exceed 200-amps at 480-volts;
- d. Photocells and time clocks not to exceed 480-volts nominal;
- e. Range hoods, ranges, ovens, disposals, dryers, ice machines, water heaters, walk in coolers, chilled water fountains, chilled bottle fillers, and dishwasher motors;

- f. Lighted exit signs, emergency lights, interior, exterior lighting and switches not to exceed 480-volts nominal;
- g. Ceiling fans on approved boxes with proper bracing;
- h. Wiring to low voltage devices with 120-volt connections;
- i. Bathroom-type exhaust vents;
- j. Card access systems, electronic door strikes, security system control boards and wiring, electric gates, overhead doors, and automatic door operator repair or replacement;
- k. thoroughfare lighting, traffic signals, intelligent transportation systems, parking lot lighting and telecommunications controlled by a governmental entity;
- l. electrical connections supplying heating, ventilation, replacing three phase 480 volt motors, and cooling and refrigeration equipment, including Variable Frequency Drives (VFD) and any required disconnect for the equipment;
- m. maintenance, alteration, or repair of elevators, escalators, or related equipment, excluding any required power source, regulated under Chapter 754, Health and Safety Code;
- n. Operating, maintaining, repairing, and replacing back-up power systems such as uninterrupted power systems and backup generators up to 480 volt 1750 KVA
- o. landscape irrigation installers, as necessary to perform the installation and maintenance of irrigation control systems, and landscapers, as necessary to perform the installation and maintenance of low-voltage exterior lighting and holiday lighting excluding any required power source;

p. the maintenance, alteration, or repair of a pool-related electrical device by, or pool-related electrical maintenance performed by, an employee of a governmental entity on a pool owned or operated by the governmental entity; and

q. installation, erection, repair, or alteration of Class 1, Class 2, or Class 3 remote control, signaling, or power-limited circuits, fire alarm circuits, optical fiber cables, or communications circuits, including raceways, as defined by the National Electrical Code.

(3) Expiration. A municipal electrical maintenance license issued under this section, shall remain valid until such time the permitted individual is no longer employed by the governmental agency for which the license was issued.

(4) Fees. There shall be no application fee for a municipal electrical maintenance license. Applicants, or their employers, shall be responsible for paying any fees associated with the mandated 8-hour training.

Section 2

That Chapter 30, "Building Inspection" of the Code of Ordinances of the City of Garland, Texas, as amended shall be and remain in full force and effect save and except as amended by this Ordinance.

Section 3

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 4

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

PASSED AND APPROVED this the _____ day of _____, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

3.

Meeting Date: 05/20/2024
Title: 2023-24 Budget Amendment No. 3
Submitted By: Allyson Bell Steadman, Budget Director
Strategic Focus Area: Sound Governance and Finances

Issue/Summary

Amend the 2023-24 Annual Operating Budget to appropriate \$1,700,000 in the Electric Utility Fund to cover additional maintenance and repair costs at the Olinger and Spencer Power Plants.

Background

Olinger and Spencer units experienced more starts (464) in FY 2022-23 than any fiscal year prior. The most prior to FY 2022-23 was in FY 2005-06 with 368 total starts. These units experienced more starts (380) during the four summer months of 2023 than total starts for any prior fiscal year. This resulted in more maintenance activities and repairs than planned for and included in the FY 2023-24 Adopted Budget. In addition, a boiler contractor recently notified GP&L that it failed to invoice GP&L for work performed in fiscal years 2021-2023, which is not anticipated in the FY 2023-24 Adopted Budget. To address these issues, GP&L is requesting an increase to the FY 2023-24 operating appropriation for the maintenance and repair of the Olinger and Spencer Power Plants.

FY 2023-24 Budget Amendment No. 3 seeks to appropriate \$1,700,000 in the Electric Utility Fund to cover additional maintenance and repair costs at the Olinger and Spencer Power Plants. Funding for this request will come from excess fund balance reserves in the Electric Utility Fund following the 2022-23 fiscal year-end.

Consideration / Recommendation

Options

- (A) Approve Budget Amendment No. 3 as proposed.
- (B) Do not approve Budget Amendment No. 3.

Recommendation

Option (A) - Approve Budget Amendment No. 3 as proposed. Unless otherwise directed by Council, this item will be scheduled for formal consideration at the June 4, 2024, Regular Meeting.



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

4.

Meeting Date: 05/20/2024
Title: TxDOT Click It or Ticket Grant May 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant for May 2024.

Background

The TxDOT grant funding for the Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Grant is to be used for education, awareness, and increased safety belt compliance during the period of May 17 to June 5, 2024. The grant for the time period is in the amount of \$6,312.12. If accepted, TxDOT will reimburse the City of Garland \$4,971.23. The grant requires the City to provide \$1,340.89 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Consideration / Recommendation

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 21, 2024, Regular Meeting.

Attachments

TxDOT CIOT Grant Application
TxDOT CIOT Resolution

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Click It Or Ticket Mobilization

ID: 2024-GarlandPD-CIOT-00028

Period: 05/17/2024 to 06/05/2024

GENERAL INFORMATION

Project Title : STEP - Click It Or Ticket

Project Description : To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Including this year, 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	Garland Police Department 1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9724854800 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanJ@garlandtx.gov

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/1304014_341462-EntityInformation_20231209-075454.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

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

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

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

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

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. 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/1304014_341463-SOPwithcoverletter2025.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

and

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

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

ARTICLE 28. SINGLE AUDIT REPORT

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

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

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

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

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

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

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

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

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

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

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

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

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|-----------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | None |
| 4. When did the agency update its grant operating policies and procedures | July 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 23 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Select a County: 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 AND STRATEGIES

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 increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase enforcement of occupant protection laws.

X I agree 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 calendar days during the enforcement period below, with at least half of all enforcement hours worked on this project conducted between the hours of 6p-6a. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced. These activities must occur prior to enforcement activities beginning.

Enforcement Period

Intensify enforcement through an overtime STEP that places primary emphasis on reducing the number of fatal and serious crashes (KA) involving unrestrained or improperly restrained occupants by promoting and encouraging proper seatbelt or child safety seat use during the peak holiday traffic. Officers should focus their enforcement efforts on seatbelt and child safety seat violations, but may use any probable cause to stop a vehicle within the established enforcement zones during enforcement hours. Officers working STEP-CIOT must document stopping an average of 2.5 vehicles in each STEP enforcement hour and within the designated enforcement zones during designated enforcement hours.

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of belt laws and the results of the enforcement activities conducted for this project. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

Reporting Period

City of Garland Police Department
STEP - CIOT - 2024

Agencies will submit a performance report during this time period.

Comments:

Please mark all of your proposed zones on a single 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 officers by 40 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1304389_344161-FY2024STEP-CIOTmap-Zones1and2.jpg

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 Click-It-Or-Ticket (CIOT) enforcement grants specifically focus reducing fatal or serious-injury (KA) crashes where vehicle occupants are unrestrained or improperly restrained, whether in seat belts or child safety seats (Occupant Protection, or OP). The blanks on this page represent the baseline number of KA crashes related to CIOT enforcement efforts (OP-KA), and the KA crash targets each agency hopes to achieve through CIOT 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 OP-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The targets, one each for seatbelts and child safety seats, should reflect a reduction against the Baseline KA Crash number in the top box. The sum of targets should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Occupant Protection (OP-KA) for subgrantee's jurisdiction	17
Target: Target: Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to	16

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

PI&E OBJECTIVE/PERFORMANCE MEASURE

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

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

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name Zone 1

Zone Description 1300-3400 W. Miller Rd (North)
1900-3300 S. Jupiter (West)
11400-13700 I-635 (South)
2000-4800 /Saturn Rd (east)

Zone Hours Daytime 6 AM to 6 PM
X Nighttime 6 PM to 6 AM

Zone Detail Map https://www.dot.state.tx.us/apps/egrants/_Upload/1304036_340897-FY2024STEPCIOTmap-Zones1and2.pdf

Additional
Documentation

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each, should bound high-crash locations and must be clearly marked on the maps provided, one zone per uploaded map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and attached to the parent map as additional pages. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- At least half of the Enforcement Zones uploaded in this section must be marked as "Nighttime 6p-6a" using the radio buttons under the Zone Location box, and at least half of the total number of enforcement hours on the project must be worked during Nighttime hours (6p-6a).
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour (or 1 stop per enforcement hour for CMV grants) within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

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. ^6 - 1300 W. Ave D. (South)
Zone Hours	X Daytime 6 AM to 6 PM Nighttime 6 PM to 6 AM
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304059_340897-FY2024STEPCIOTmap-Zones1and2.pdf
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmang@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

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? | 239928 |
| 3. How many sworn officer positions is your agency authorized? | 359 |
| 4. How many of those positions are currently filled? | 342 |
| 5. How many total calls for service did your agency log in the past 12 months? | 147430 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 6113 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14453 |

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? | No |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 63								
Overtime 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:
A. Enforcement								
Officers/Deputies:	58		\$77.530	\$4,496.74		\$4,496.74	12.95%	\$582.33
Sergeants:			\$0				%	\$0
Lieutenants/Other:	5		\$94.897	\$474.49		\$474.49	12.95%	\$61.45
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,971.23	\$0	\$4,971.23		\$643.77
Category	TxDOT	%	Match	%	Total			
Salaries:	\$4,971.23	100.00%	\$0	0.00%	\$4,971.23			
Fringe Benefits:	\$0	0.00%	\$643.77	100.00%	\$643.77			
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Breakdown of Fringe Percentages: Sworn: TMRS 11.50 FICA 1.45 TOTAL 12.95% Civilian (Admin Asst) TMRS 11.50 FICA 7.65 TOTAL 19.15% </div> <div style="width: 50%;"> Details of regular time, if included in any of the above hours : All Administrative functions are straight time. All Enforcement hours are done as overtime (Time-and-a-half) </div> </div>								

OTHER MISCELLANEOUS - 700

Name	Social Media Match
Description	Facebook, Instagram
Unit Price	\$1.00
Quantity	200
Total Cost	\$200.00

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$200.00	100.00%
Total	\$200.00	

INDIRECT COST - 800

Description 10% allowed
File Upload
Proposed Percentage 10%
Apply the Indirect Cost Rate to:
X (100) Salaries - \$4,971.23
(200) Fringe Benefits - \$643.77
(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP
Enforcement Mileage - \$0
(400) Equipment - \$0
(500) Supplies - \$0
(600) Contractual Services - \$0
(700) Other Miscellaneous - \$0
Total Selected Amount \$4,971.23
Exemption Amount
Exemption Reason
Eligible Amount \$4,971.23
Total Cost \$497.12

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$497.12	100.00%
Total	\$497.12	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,971.23	\$0	\$4,971.23
(200)	Fringe Benefits	\$0	\$643.77	\$643.77
	Category I Sub-Total	\$4,971.23	\$643.77	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$200.00	\$200.00
	Category II Sub-Total	\$0	\$200.00	\$200.00
Total Direct Costs		\$4,971.23	\$843.77	\$5,815.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$497.12	\$497.12
Summary				
	Total Labor Costs	\$4,971.23	\$643.77	\$5,615.00
	Total Direct Costs	\$0	\$200.00	\$200.00
	Total Indirect Costs	\$0	\$497.12	\$497.12
	Grand Total	\$4,971.23	\$1,340.89	\$6,312.12
	Fund Sources (Percent Share)	78.76%	21.24%	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM CLICK IT OR TICKET GRANT IN THE AMOUNT OF \$6,312.12; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Click It or Ticket Grant in the amount of \$6,312.12, for the purpose of vehicle occupant restraint enforcement during the period from May 17, 2024 through June 5, 2024.

Section 2

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

PASSED AND APPROVED this the 21st day of May, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

5.

Meeting Date: 05/20/2024
Title: TxDOT Operation Slowdown Grant 2024
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Council is requested to consider accepting a Texas Department of Transportation (TxDOT) Selective Traffic Enforcement Program (STEP) Operation Slowdown Grant for 2024.

Background

The purpose of this grant is to increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes, as well as public information and education efforts during the enforcement period. Enforcement of these efforts will be focused throughout the City of Garland during the period of July 16 to August 7, 2024. The grant for the time period is in the amount of \$6,312.12. If accepted, TxDOT will reimburse the City of Garland \$4,971.23. The grant requires the City to provide \$1,340.89 in matching funds. This will be accomplished in part through fringe benefits expenditures and direct costs. Consequently, the City can satisfy the contractual match requirements without expending any additional funds.

Consideration / Recommendation

Unless otherwise directed by Council, this item will be scheduled for formal consideration at the May 21, 2024, Regular Meeting.

Attachments

Ops Slowdown Resolution 2024
Ops Slowdown Grant Application 2024

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A TEXAS DEPARTMENT OF TRANSPORTATION SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OPERATION SLOWDOWN GRANT IN THE AMOUNT OF \$6,312.12; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1

That the City of Garland Police Department, by and through Police Chief Jeff Bryan, is hereby authorized to accept a Texas Department of Transportation Selective Traffic Enforcement Program Operation Slowdown Grant in the amount of \$6,312.12, for the purpose of speed enforcement during the period from July 16, 2024 through August 7, 2024.

Section 2

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

PASSED AND APPROVED this the 21st day of May, 2024.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

Texas Traffic Safety eGrants

Fiscal Year 2024

Organization Name: City of Garland Police Department

Legal Name: City of Garland

Payee Identification Number: 17560005344000

Project Title: STEP - Operation Slowdown

ID: 2024-GarlandPD-OpSlow-00008

Period: 07/16/2024 to 08/07/2024

GENERAL INFORMATION

Project Title : STEP - Operation Slowdown

Project Description : To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our third year.

PROPOSING AGENCY AUTHENTICATION

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

Name	Jeff Bryan
Title	Chief of Police
Address	Garland Police Department 1891 Forest Ln
City	Garland
State	Texas
Zip Code	75042
Phone Number	9722052011 (xxx-xxx-xxxx)
Fax Number	9724854801 (xxx-xxx-xxxx)
E-mail address	bryanj@garlandtx.gov

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/1300450_341462-EntityInformation_20231209-075454.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2024

Begin Date : 10/1/2023 End Date : 9/30/2024

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

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

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

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

X I agree

STEP Operating Policies and Procedures

All STEP agencies must either have established written STEP operating policies and procedures, or will develop written policies and procedures before STEP grants can be executed. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. 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/1300450_341463-SOPwithcoverletter2025.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

and

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

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

ARTICLE 28. SINGLE AUDIT REPORT

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

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

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

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

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

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

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

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

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

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

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

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

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

RISK ASSESSMENT SUBGRANTEE

- | | |
|---|-----------|
| 1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year | 4 |
| 2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year | 4 |
| 3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None | none |
| 4. When did the agency update its grant operating policies and procedures | July 2020 |
| 5. Has your agency ever terminated a grant project prior to the grant year ending? | No |
| 6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff) | 9 |
| 7. Will the personnel working on this grant splitting time on multiple projects? | Yes |

COUNTY SERVED

Select a County: 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.

X I agree 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 during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period

Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the traffic laws are being enforced. These activities must occur prior to enforcement activities beginning.

July 16 ,
2024 -
July 18,
2024

Enforcement Period

Officers working Operation: Slowdown must conduct high-visibility overtime enforcement activities focused on reducing the number of Fatal (K) and Suspected Serious Injury (A) crashes involving contributing factors commonly associated with speed. Officers should conduct grant enforcement efforts by moving at or slightly below the speed limit with traffic. While officers working STEP enforcement should focus on violations that contribute to speed-related crashes, any probable cause may be used to initiate a vehicle stop within the established enforcement zones. Officers working STEP-OpSlow should remain mobile when possible and work steadily throughout the shift to document stopping an average of 2.5 vehicles in each STEP enforcement hour.

July 19,
2024 -
August
04, 2024

Post-Media Efforts After Enforcement period

Conduct local media events informing the public about the importance and effectiveness of maintaining a safe speed and relative distance to other vehicles when driving. The Post-Media Campaign may begin immediately upon completion of the enforcement period.

August
05, 2024
- August
07, 2024

Reporting Period

Agencies will submit a performance report during this time period.

July 16,
2024 -
August
07, 2024

Comments:

Please mark all of your proposed zones on a single 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 40 and rounding to the nearest whole number.

https://www.dot.state.tx.us/apps/egrants/_Upload/1300454_344156-FY2024STEPOperationSlowDownmap-Zones1and2.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 Operation: Slowdown enforcement grants specifically focus on reducing Fatal (K) or Suspected-Serious-Injury (A) crashes involving contributing factors commonly associated with speed. The blanks on this page represent the baseline number of speed-involved KA crashes (Speed-KA), and the KA crash targets each agency hopes to achieve through enforcement efforts associated with this grant project. 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 Speed-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The Target number of KA crashes should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Speed (Speed-KA) for subgrantee's jurisdiction	39
Target: Reduce the number of Speed-related KA crashes to	38

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

PI&E OBJECTIVE/PERFORMANCE MEASURE

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

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

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	Zone 1
Zone Description	1300-3400 W. Miller (north) 1900-3300 S. Jupiter (West) 11400-13700 I-635 (South) 2000-4800 Saturn Rd (East)
Zone Hours	24/7
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304424_341678-FY2024STEPOperationSlowDownmap-Zones1and2.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

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) 200 S.H. 66 -1300 W.Ave D (South)
Zone Hours	24/7
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1304426_341678-FY2024STEPOperationSlowDownmap-Zones1and2.pdf
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|------------------------|
| 1. Who is your department's Chief/Sheriff/Constable? | Chief
Jeff
Bryan |
| 2. How many years has that person held that position at this agency? | 4 |
| 3. Who is the person in charge of training at your department? | Lt. Gary Steadman |
| 4. Please provide their work email and telephone number. | steadmang@garlandtx |
| 5. What is the name of the person in charge of your department's official social media accounts? | Lt. Pedro Barineau |
| 6. Please provide their work email and telephone number. | barineaup@garlandtx. |

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? | 342 |
| 5. How many total calls for service did your agency log in the past 12 months? | 147430 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 6113 |
| 7. How many total vehicle stops did your agency make in the past 12 months? | 14453 |

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? | No |
| 9. Are there any officially designated bicycle routes in your service area? | Yes |
| 10. Are there ride-sharing options available in your community such as Lyft or Uber? | Yes |

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 63								
Overtime 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:
A. Enforcement								
Officers/Deputies:	58		\$77.530	\$4,496.74		\$4,496.74	12.95%	\$582.33
Sergeants:			\$0				%	\$0
Lieutenants/Other:	5		\$94.897	\$474.49		\$474.49	12.95%	\$61.45
B. PI&E Activities								
PI&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$4,971.23	\$0	\$4,971.23		\$643.77
Category		TxDOT	%		Match		%	Total
Salaries:		\$4,971.23	100.00%		\$0		0.00%	\$4,971.23
Fringe Benefits:		\$0	0.00%		\$643.77		100.00%	\$643.77
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Breakdown of Fringe Percentages: Sworn: TMRS 11.50 FICA 1.45 TOTAL 12.95% Civilian (Admin Asst) TMRS 11.50 FICA 7.65 TOTAL 19.15% </div> <div style="width: 50%;"> Details of regular time, if included in any of the above hours : All Administrative functions are straight time. All Enforcement hours are done as overtime (Time-and-a-half) </div> </div>								

OTHER MISCELLANEOUS - 700

Name	Social Media Match
Description	Facebook, Instagram
Unit Price	\$1.00
Quantity	200
Total Cost	\$200.00

Please enter allocation amount per items entered in the following fields.
Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$200.00	100.00%
Total	\$200.00	

INDIRECT COST - 800

Description

File Upload

Proposed Percentage 10%

Apply the Indirect Cost
Rate to: X (100) Salaries - \$4,971.23

(200) Fringe Benefits - \$643.77

(300) Travel and Per Diem - Non-enforcement Travel - \$0 / STEP

Enforcement Mileage - \$0

(400) Equipment - \$0

(500) Supplies - \$0

(600) Contractual Services - \$0

(700) Other Miscellaneous - \$0

Total Selected Amount \$4,971.23

Exemption Amount

Exemption Reason

Eligible Amount \$4,971.23

Total Cost \$497.12

Please enter allocation amount per items entered in the following fields.

Click the **Save** button to calculate the percentages.

	Amount	Percentages
TxDOT		0.00%
Match	\$497.12	100.00%
Total	\$497.12	

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$4,971.23	\$0	\$4,971.23
(200)	Fringe Benefits	\$0	\$643.77	\$643.77
	Category I Sub-Total	\$4,971.23	\$643.77	
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment	\$0	\$0	\$0
(500)	Supplies	\$0	\$0	\$0
(600)	Contractual Services	\$0	\$0	\$0
(700)	Other Miscellaneous	\$0	\$200.00	\$200.00
	Category II Sub-Total	\$0	\$200.00	\$200.00
Total Direct Costs		\$4,971.23	\$843.77	\$5,815.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$497.12	\$497.12
Summary				
	Total Labor Costs	\$4,971.23	\$643.77	\$5,615.00
	Total Direct Costs	\$0	\$200.00	\$200.00
	Total Indirect Costs	\$0	\$497.12	\$497.12
	Grand Total	\$4,971.23	\$1,340.89	\$6,312.12
	Fund Sources (Percent Share)	78.76%	21.24%	



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

6.

Meeting Date: 05/20/2024
Title: Next Generation 9-1-1 Statutory Distribution of Funds Certification
Submitted By: Jeffrey Bryan, Chief of Police
Strategic Focus Area: Safe Community

Issue/Summary

Approve by minute action a request from the Police Department to allow the City Manager to execute a statutory distribution of funds certification with the Commission on State Emergency Communications (CSEC). This will result in an additional \$1,262,272.83, plus any related interest that accrues.

Background

The recent amendments to Section 771.0713 of the Texas Health and Safety Code resulting from the passage of House Bill 3290 ("HB 3290") in the 2023 Regular Session of the Texas Legislature directed the Commission on State Emergency Communications (CSEC) to distribute money transferred from the Broadband Fund into the NG9-1-1 Service Fund, and require the Commission to distribute to each emergency communication district (ECD) a portion of the appropriated money in accordance with a specific formula. The funding will supplement the current grant project to begin the implementation of ESInet and NG9-1-1 in our current Vesta system. The City of Garland has previously been awarded \$1,473,325 in NG9-1-1 grant funds.

Consideration / Recommendation

Unless otherwise directed by Council, this item is scheduled for formal consideration at the May 21, 2024, Regular Meeting.

Attachments

NG911 Fund Certification



COMMISSION ON STATE EMERGENCY CCOMMUNICATIONS

PROPOSITION 8 – NEXT GENERATION 9-1-1 SERVICE FUND

EMERGENCY COMMUNICATION DISTRICT CERTIFICATION

Texas voters recently enacted Constitutional Proposition 8 establishing the Texas Broadband Infrastructure Fund (the “Broadband Fund”), and the Governor has certified the results of the election. Under Constitutional Proposition 8 and Texas Government Code Chapter 403, subchapter T, as established by [House Bill 9](#) (“HB 9”), the enabling legislation for Proposition 8, the Texas Comptroller shall make a one-time transfer of \$155.2 million from the Broadband Fund “as soon as practicable” to the next generation 9-1-1 service fund (the “NG9-1-1 Service Fund”) established under Texas Health and Safety Code Section 771.0713. The recent amendments to Section 771.0713 of the Texas Health and Safety Code resulting from the passage of House Bill 3290 (“HB 3290”) in the 2023 Regular Session of the Texas Legislature direct the Commission on State Emergency Communications (the “Commission”) to distribute the money transferred from the Broadband Fund into the NG9-1-1 Service Fund, and require the Commission to distribute to each emergency communication district (“ECD”) that does not participate in the state system a portion of the appropriated money in accordance with the specific formula set forth in Subsections (c-1) and (c-2) of Section 771.0713.

In acknowledgment of the foregoing, the ECD, through its duly authorized representative, hereby certifies as follows:

1. The ECD acknowledges its statutory distribution from the NG9-1-1 Service Fund in the base amount of \$_____ pursuant to Sec. 771.0713, Health and Safety Code, plus any related interest that accrues related to this distribution amount while deposited in the NG9-1-1 Service Fund.
2. The ECD agrees that it will use the funds distributed from the NG9-1-1 Service Fund only for the purposes authorized by applicable state law.
3. The ECD agrees that it will return any funds distributed from the NG9-1-1 Service Fund that are not used for the purposes authorized by applicable state law to the State of Texas.
4. Until the ECD has reported to the Commission that it has spent all of the HB 9 funds disbursed to it from the NG9-1-1 Service Fund, the ECD agrees to submit financial and progress reports to the Commission on or before the following four dates:
 - (i) June 15, 2024 (for the reporting period covering the ECD’s 2024 fiscal year through May 31, 2024);
 - (ii) the date that is not later than fifteen (15) days after the end of the ECD’s 2024 fiscal year (for the reporting period covering through the end of the ECD’s 2024 fiscal year);



COMMISSION ON STATE EMERGENCY COMMUNICATIONS

- (iii) the date that is not later than fifteen (15) days after the end of the ECD's first six (6) months of its 2025 fiscal year (for the reporting period covering through the first six (6) months of the ECD's 2025 fiscal year); and
- (iv) the date that is not later than fifteen (15) days after the end of the ECD's 2025 fiscal year (for the reporting period covering through the end of the ECD's 2025 fiscal year).

The signatory below certifies that he/she is duly authorized to represent _____ on matters relating to the HB 9 funds disbursed to the ECD from the NG9-1-1 Service Fund, and shall be responsible for timely and accurate reporting to the Commission as set forth above.

Signed this _____ Day of _____, 2024.

ECD Full Name: _____

ECD Fiscal Year: _____

Signature: _____

Typed/Printed Name: _____

Title: _____



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

7.

Meeting Date: 05/20/2024
Title: Parking Enforcement Program Update
Submitted By: Brian England, City Attorney
Strategic Focus Area: Safe Community

Issue/Summary

Garland City Marshal Shawn Roten will provide the Council with an update on the Parking Enforcement Program.

Background

The Council has requested an update on the Parking Enforcement Program.

Consideration / Recommendation

No action is required by the Council on this item.

Attachments

Parking Enforcement Program Update Presentation



GARLAND
TEXAS MADE HERE

2024 Parking Enforcement Update

By: City Marshal – Shawn Roten May 2024



GARLAND
TEXAS MADE HERE

Why I am here today?

- **April 1, 2024 Work Session** – Councilman Williams – Oversized Parking in residential areas. Update, strategies, and discussion neighborhood parking, specifically oversized vehicle parking. What are our policies and strategies for enforcement.
- **April 15, 2024 Work Session** – Former Councilwoman Morris – Update on parking program and how well it is working. Specifically, to discuss adding wrong way parking to list of laws to be enforced.
- **May 6, 2024 Works Session** – Councilwoman Dutton – Discussion about the Marshal's Parking Program.



GARLAND
TEXAS MADE HERE

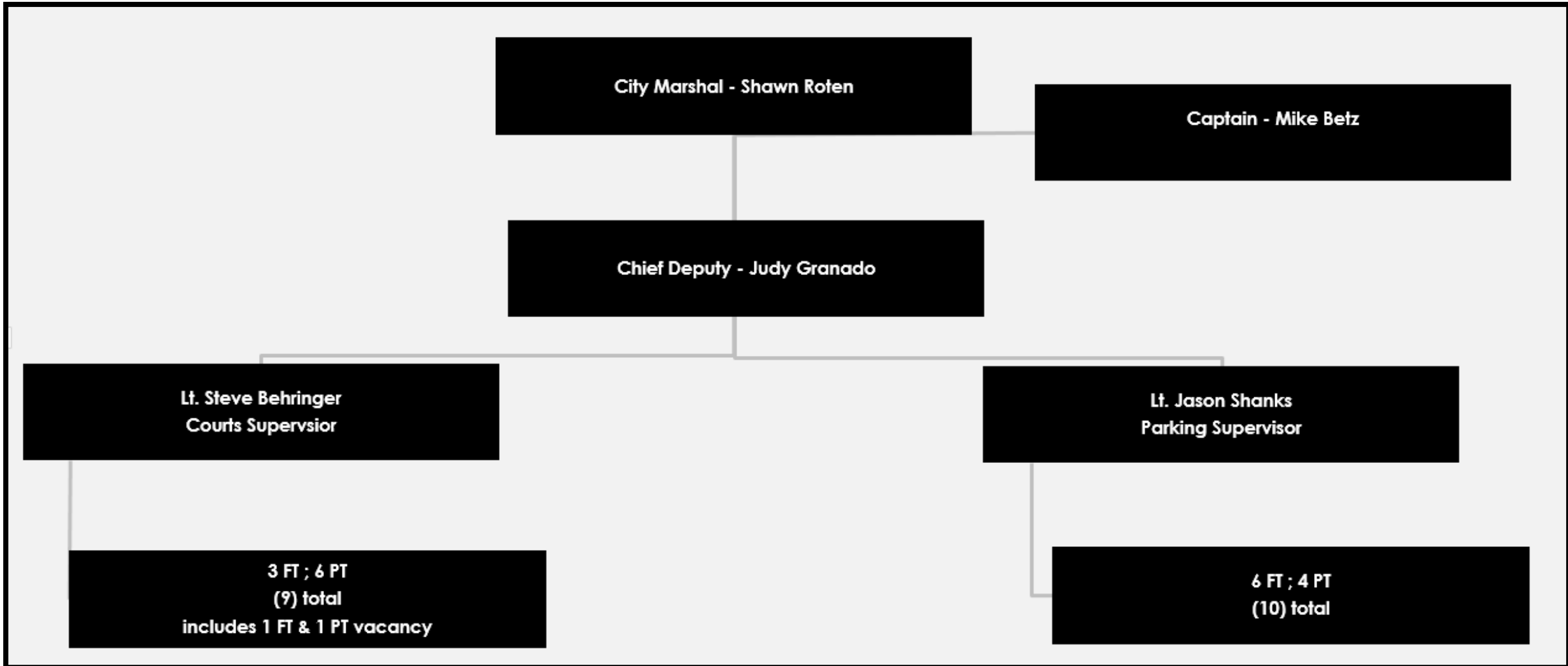
Today's Presentation

- High-level overview of the Marshal's Office & Parking Program
- Parking statistics
- Oversized vehicles in residential area discussion
- Wrong way parking discussion



GARLAND
TEXAS MADE HERE

Marshal Org Chart





GARLAND
TEXAS MADE HERE

City Marshal's Office

❖ Current Authorized Positions – 12 FT & 10 PT

- FT Deputies split between parking and court
- PT Deputies mainly perform Building Security
 - Many are retired GPD sworn

❖ Primary Duties

- Parking Enforcement – Civil Enforcement (4 FT deputies, 1 Supervisor)
- Court
 - Bldg. security, Bailiffs, Summons, Warrants, and Prisoner Transfers
- COG Building Security (City Hall, MSMB, Carver, GP&L, Main Library)
 - Event Security (Council, Committee, and Board Meetings)



GARLAND
TEXAS MADE HERE

Parking Enforcement Program

❖ Program started in February of 2020

- Issued warnings for the first six months
- Paused majority of enforcement in 2021 during COVID
- Started with two deputies and one supervisor – now we have four deputies and one supervisor
- Started with 4 ticket writers – now we have 5

❖ We receive about 400 complaints

- Many complaints require multiple trips by a Deputy
 - 48-hour parking violations, 3-hr restricted parking, overnight CMV parking, and to follow-up on warnings

❖ Since May 2021

- Average of 1246 tickets/warnings issued per month
 - We don't use the ticket writers for all warnings



GARLAND
TEXAS MADE HERE

Purpose of the Parking Program

- ❖ Improve the quality of life for citizens within their neighborhoods by enforcing parking ordinances
 - No blocked sidewalks
 - No parking in yards on unimproved surfaces
 - No oversized vehicles in residential area and certain other zoning
 - Remove abandoned vehicles from the streets
- ❖ Complaint driven
- ❖ Directed patrols – (known problem areas-repeat violators)
 - Future Strategy – Directed patrols by area/neighborhood



How the program works (cont.)

❖ The Marshal's office handles parking complaints where:

- Any vehicles are unlawfully parked in public places
- Vehicles are blocking sidewalks
- Vehicles are parked on unimproved surfaces on private property
- Oversized Vehicles in certain zoning
- CMVs left overnight in public places

GCO Sections 26.01, 32.56, 32.57, and 33.55

❖ Code Enforcement enforces Junked Vehicles located on private property; vehicles unlawfully parked on streets but related to automotive shops; and vehicles related to home-occupations.

Reporting Parking Complaints

❖ Reporting parking violations can be done in various ways

- Via telephone, **972-205-2222**.
- Via email at: ParkingQuestions@GarlandTx.Gov.
- Via Garland eAssist website or App: https://iframe.publicstuff.com/#?client_id=417#picker-top.

Reporting Parking Complaints

❖ Responses and Ticket Fines

Deputies respond and investigate complaints. Tickets issued or warnings given

- ❖ Deputies respond to specific complaints, then check the surrounding area for other violations
 - Parking in the roadway requires 48-hour notice stickers and marking of tires
 - 3-hr parking requires marking of tires
- ❖ Violation Fines:
 - \$25, \$50, & \$75.
 - \$75, \$100, & \$150 (Oversized Veh.)
- ❖ Towing or Immobilization may occur for unpaid tickets
 - Requires order of Liabe (hearing dates occur 45-60 days after ticket)
 - 3 or more violations in any 12-month period, left unpaid = immobilization (Barnacle)
 - 5 or more violations in any 12-month period, left unpaid = impoundment



GARLAND
TEXAS MADE HERE

Parking Program Webpage

❖ <https://www.garlandtx.gov/3668/Neighborhood-Parking-Enforcement>

[Neighborhood Parking Enforcement](#)
[Public Information Requests](#)

[Home](#) > [City Services](#) > [Departments C - D](#) > [City Attorney](#) / [City Marshal](#) > [Neighborhood Parking Enforcement](#)

Neighborhood Parking Enforcement

Report Parking Violations through eASSIST

EASSIST

Pay Parking Ticket

Pay Parking Ticket

Parking problems in residential neighborhoods are a frequent source of resident complaints to the City. The Garland City Council has approved a program for administrative enforcement of parking ordinances throughout the city.

In the past, parking tickets were treated like traffic tickets – they were criminal charges (Class C misdemeanors). The criminal fines for most parking violations were between \$80 and \$200, and required that a person receiving the ticket attend a scheduled court hearing if they wanted to contest the ticket.

Because of the severe penalties and difficult enforcement procedures, few criminal parking tickets were issued over the years. Administrative enforcement will make enforcement easier for the City, make contesting parking tickets easier and less formal than a traditional court appearance for those charged with an offense, and make the fines civil in nature, meaning they will no longer be criminal offenses.

Under the ordinance adopted by the City Council, the fines will be greatly reduced. A first offense during a rolling one-year period will be \$25, a second offense will be \$50, and all subsequent offenses within a year will be \$75. For offenses involving oversized vehicles, as defined by section 32.57 of the Garland Code of Ordinances, a first offense will be \$75, a second offense will be \$100, and all subsequent offenses during a rolling one-year period will be \$150.

IMPORTANT – You will NOT receive an email notification to pay your parking ticket. All violation notices will be sent by regular mail and posted on the vehicle.

Parking Laws to be Enforced

Violation Examples

Oversized Vehicles

Below is a partial list of the most common parking violations that will be enforced through the administrative enforcement program. Click on the "Violation Examples" tab for illustrations of some items listed below.

City Marshal – Parking Concerns
[Email Neighborhood Parking Enforcement](#)
Phone: 972-205-2222

Neighborhood Parking Questions

- [What do I do if I receive a neighborhood parking ticket in the City of Garland?](#)
- [Can I dispute the ticket?](#)
- [What occurs at a parking hearing?](#)

[View All FAQs](#)

Parking Laws to be Enforced

Violation Examples

Oversized Vehicles

Below is a partial list of the most common parking violations that will be enforced through the administrative enforcement program. Click on the "Violation Examples" tab for illustrations of some items listed below.

- No parking zones – The City has adopted an ordinance that time limit or prohibit parking in certain areas.
- No parking on an unimproved surface.
- No parking of certain oversized and commercial type vehicles in residential areas – See "Oversized Vehicles" tab for examples and details.
- No parking on a sidewalk.
- No double parking.
- No parking in an intersection or within 20 feet of a crosswalk.
- No parking in such a way that a driveway is blocked.
- No parking within 15 feet of a fire hydrant.
- No parking with 30 feet of an intersection control device.
- No parking within an alley so as to interfere with the movement of traffic.
- No parking on a two-way roadway with the right-hand (passenger-side) wheels of the vehicle greater than 18 inches of the right-hand curb or edge of the roadway (this includes parking facing the wrong way or facing into oncoming traffic)



Examples of Parking Violations

► Parking Laws to be Enforced

▼ Violation Examples

► Oversized Vehicles

Examples of common violations are below. For illustrations related to oversized vehicles, click on the "Oversized Vehicles" tab above.



Vehicles cannot be parked facing the wrong way or facing oncoming traffic or passenger-side wheels further than 18-inches of the right-hand curb or edge of roadway.



Vehicles must be parked on an improved surface.

► Parking Laws to be Enforced

► Violation Examples

▼ Oversized Vehicles

Oversized vehicle means a tow truck, truck tractor, road tractor, semitrailer, trailer greater than 16 feet in length (excluding tongue), passenger vehicle designed to carry more than 16 persons, and any modified vehicle with a manufacturer's rating of 9,000 GWT (gross weight) or higher. Also included is any box truck, dump truck or dump trailer with a manufacturer's rating of 9,000 GWT or higher or with a cargo containment space greater than 16 feet in length. See Section 32.57 for additional details.

Here are a few examples of vehicles that may not be parked in residential areas, whether on public streets or private property (except when actively loading or unloading, or engaged in repair or construction activities):



Dump Truck

.....

The following vehicles may not be parked on public streets in residential areas but may be parked on private property in residential areas if the "box" (area behind the passenger compartment) is 16 feet or less in length, or the trailer is 18 feet or less in length (including the tongue):



Box Truck with box less than 16 feet

.....



GARLAND
TEXAS MADE HERE

Complaints

2023				2024			
<u>Violation</u>	<u>#</u>	<u>%</u>		<u>Violation</u>	<u>#</u>	<u>%</u>	
Unattended 48 hrs.	2,055	48		Unattended 48 hrs.	698	49	
Oversized Vehicles	609	14		Oversized Vehicles	211	15	
Unimproved Surface	392	9		Unimproved Surface	166	12	
Parked on Sidewalk	140	3		Parked on Sidewalk	59	4	
No Parking Zone	128	3		No Parking Zone	45	3	
Blocking Alley	104	2		Within 30' Stop Sign	37	3	
Block Fire Hydrant	98	2		Blocking Alley	31	2	
Within 30' Stop Sign	93	2		Block Fire Hydrant	23	2	
Parked in intersection	59	1		Block Driveway	20	1	
Block Driveway	53	1		Parked in intersection	8	1	
Within 20' Crosswalk	28	1		Within 20' Crosswalk	5	0	
Other	523	12		Other	136	9	



GARLAND
TEXAS MADE HERE

Tickets

2023				2024		
<u>Violation</u>	<u>#</u>	<u>%</u>		<u>Violation</u>	<u>#</u>	<u>%</u>
Expired Registration	2,228	22.1		Expired Registration	1,469	36.4
Parked on Sidewalk	2,078	20.6		Parked on Sidewalk	556	13.8
No Parking Zone	1,371	13.5		No Parking Zone	418	10.3
Oversized Vehicles	1,108	12		Oversized Vehicles	409	10.1
Unimproved Surface	775	7.7		Unattended 48 hrs.	261	6.5
Unattended 48 hrs.	509	5		Unimproved Surface	186	4.6
Right Hand Wheels	452	4.5		Right Hand Wheels	177	4.4
Block Fire Hydrant	367	3.6		Block Fire Hydrant	117	2.9
				CMV Overnight	116	2.9

Recent Statistics – By Council District

(Apr 1 2022 to Apr 1 2023)

<u>District</u>	<u>Number of Complaints</u>
1	292
2	707
3	547
4	324
5	909
6	633
7	479
8	474
Total	4,368

<u>District</u> **	<u>Number of Tickets</u> **
1	136
2	306
3	142
4	305
5	264
6	298
7	80
8	209
Unk.	32
Total	1,740

**Council District for tickets started in Dec. 2022.

Recent Statistics – By Council District

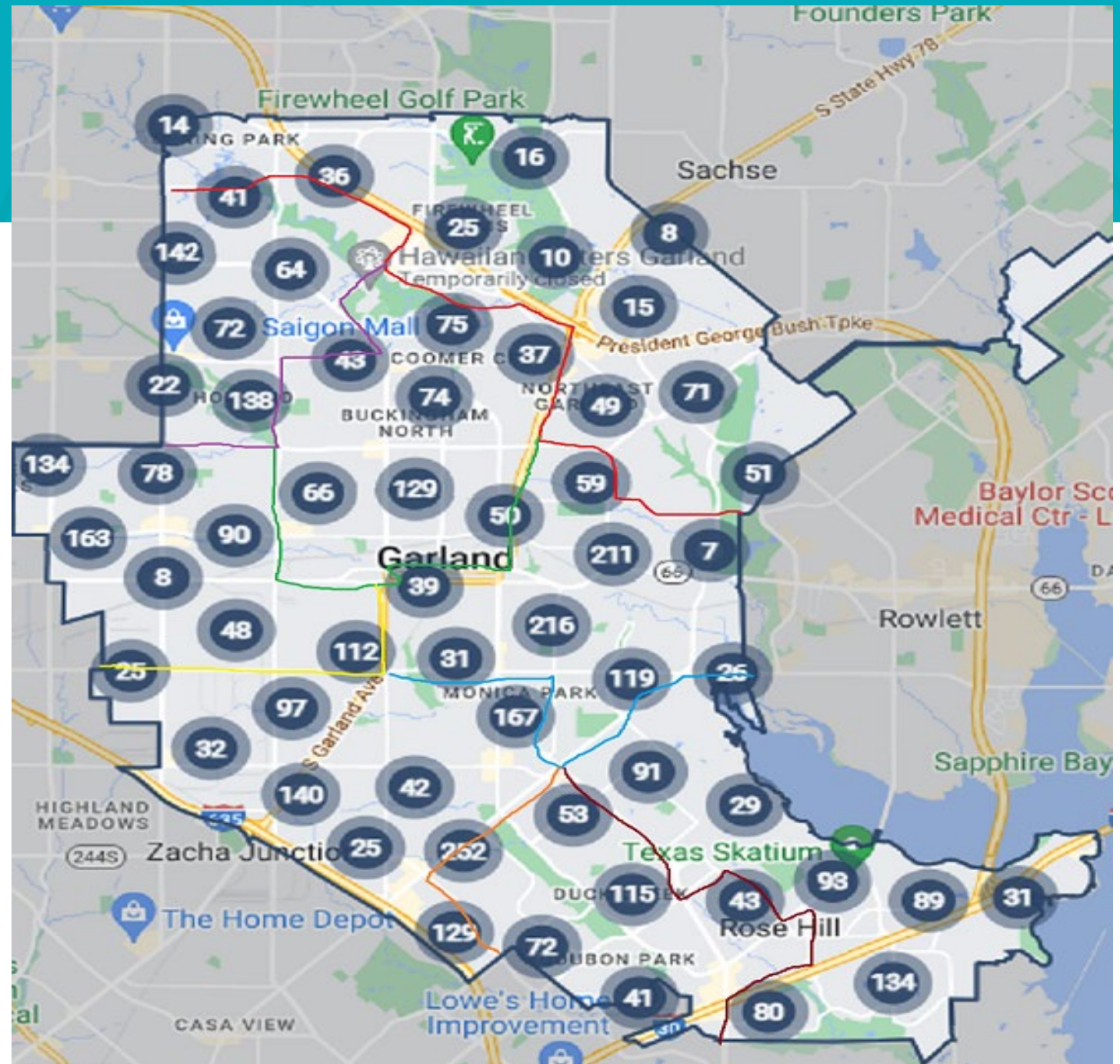
(Apr 1 2023 to Apr 1 2024)

<u>District</u>	<u>Number of Complaints</u>
1	424
2	989
3	186
4	588
5	638
6	651
7	541
8	275
Total	4,292

<u>District</u>	<u>Number of Tickets</u>
1	763
2	1065
3	863
4	892
5	993
6	1533
7	394
8	551
Unk	667
Total	10,350

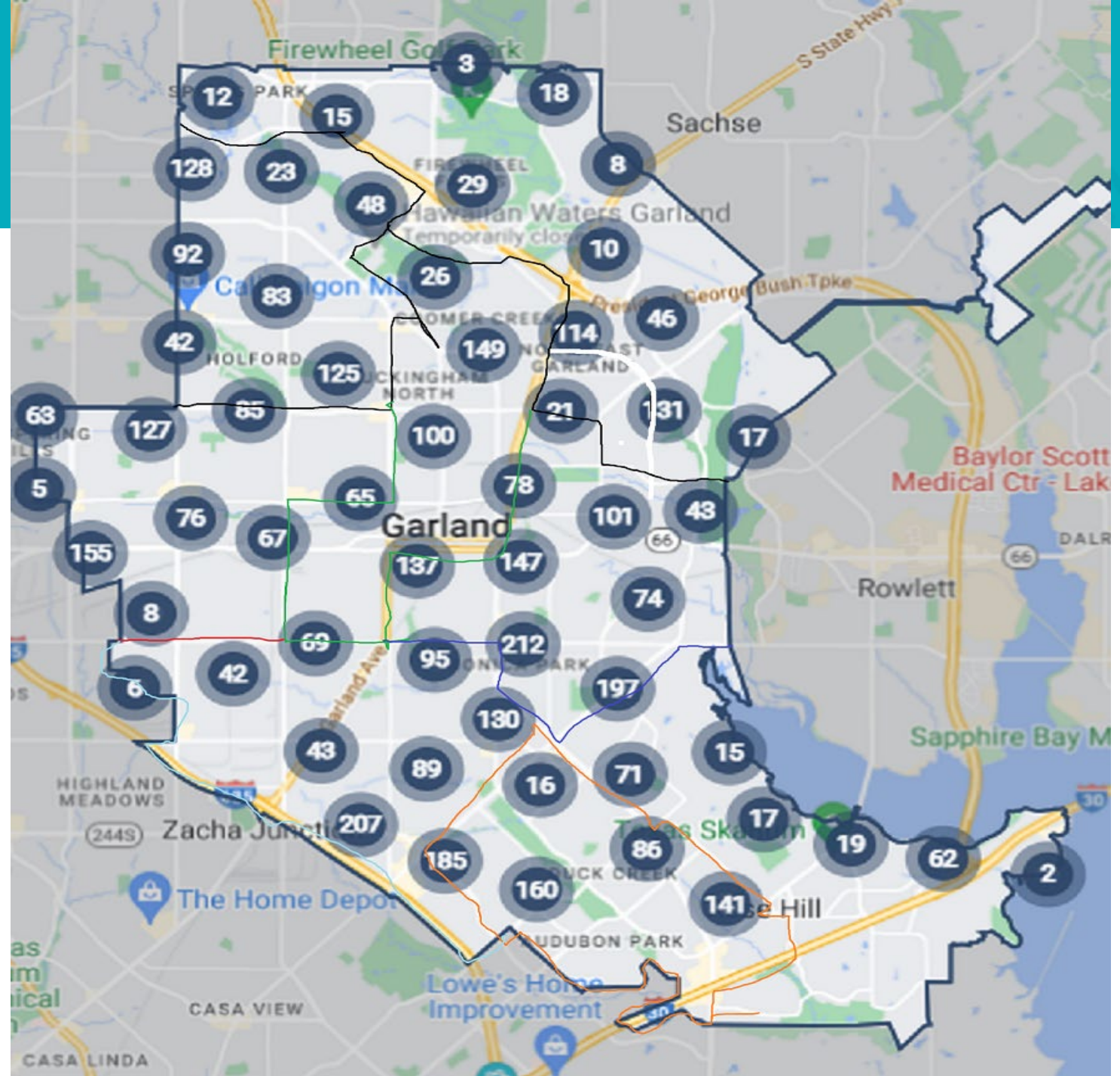


2022-2023 Complaints in E-Assist





2023-2024 Complaints in E-Assist



Oversized Vehicles Recent Ordinance History

- ❖ Ordinance 5021, sec. 1, adopted 10/15/94;
- ❖ Ordinance 5034, sec. 1, adopted 11/19/96;
- ❖ Ordinance 5895, sec. 1, adopted 4/19/05;
- ❖ Ordinance 6126, secs. 12, 13, adopted 5/1/07;
- ❖ Ordinance 6671, sec. 7, adopted 1/21/14;
- ❖ Ordinance 7103, sec. 2, adopted 11/5/19;
- ❖ Ordinance 7118, sec. 2, adopted 1/7/20;
- ❖ Ordinance 7350 adopted 8/2/22;
- ❖ Ordinance 7492 adopted 12/12/2023

❖ **2019** – Council worked with former Building Official, Jim Oak, and comprehensively reviewed and amended the oversized vehicle ordinance.

- Council viewed pictures of various vehicles and provided guidance on which ones should be allowed in residential areas, and whether the vehicles could be parked on public or private property

❖ **2019** – Marshal Parking Program related ordinances created in November

❖ **2022** – Increased fines for Oversized Vehicles (\$75, \$100, & \$150)

Specific Violations

4/1/2022 – 4/1/2023

Oversized/Commercial Vehicle
Facing Wrong Direction

80
44

4/1/2023 – 4/1/2024

Oversized/Commercial Vehicle
Facing Wrong Direction

87
50

207 Vehicles Impounded

30 Directed Patrols- 197 tickets, 2 vehicles
impounded



GARLAND
TEXAS MADE HERE

4/1/2022 – 4/1/2023

Oversized/Commercial Vehicle
Facing Wrong Direction

1321
65

4/1/2023 – 4/1/2024

Oversized/Commercial Vehicle
Facing Wrong Direction

1466 (14%)
487 (5 %)

Tickets related to Specific Violations



Case Study – Wrong Way Parking

- In March of 2024, we conducted a study related to numerous complaints of wrong-way parking within a neighborhood.
- We responded to the area and gave out 93 warnings for cars parked the wrong way, along with 32 tickets for miscellaneous violations over a two-week period.
- We followed up a week later and only observed 26 vehicles parked facing the wrong direction.
- During the third week, we counted 169 cars parked facing the correct direction and 39 cars parked facing the wrong direction.



GARLAND
TEXAS MADE HERE

Reporting Parking Complaints

Email:

ParkingQuestions@GarlandTx.gov

Call:

972-205-2222

Use E-Assist:

App or website: https://iframe.publicstuff.com/#?client_id=417#picker-top



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

8.

Meeting Date: 05/20/2024
Title: 2024-2025 CDBG, HOME, and ESG Federal Grant Allocations
Submitted By: Mona Woodard, Neighborhood Services Administrator
Strategic Focus Area: Safe Community
Vibrant Neighborhoods and
Commercial Centers
Customer-Focused City Services

Issue/Summary

Community Development will present for Council review details concerning the distribution of Community Development Block Grant (CDBG) funding, HOME Infill Partnership Grant (HOME) funding and Emergency Solutions Grant (ESG) funding.

Background

The City is projected to receive the following funding from the Department of Housing and Urban Development for the program year 2024-2025:

- CDBG: \$2,124,930
- HOME: \$741,993
- ESG: \$188,162

The Council was provided information on submitted grant applications for the CDBG, HOME and ESG grant programs at the May 6, 2024, work session. A public hearing was held on May 7, 2024. Staff is bringing forth updated application information for final discussion. This item will be brought back before the Council as a Consent Agenda item for final approval and allocation of funding during the July 2, 2024, Regular Council Meeting unless otherwise directed by Council.

Consideration / Recommendation

Approximately \$318,740 is earmarked for CDBG Public Services category, adhering to HUD's mandated maximum limit of 15% of entitlement funding that may be used for public services. Additionally, around \$1,830,711 in CDBG Project funding is ready for allocation to City projects. HUD regulations limit monies used for administrative and planning expenses to 20% of the entitlement funding provided. Approximately \$424,986 from the CDBG administrative funding will be utilized by the Community Development Department to oversee the grant programs.

For HOME entitlement funding, an estimated \$741,993 is available, with HUD stipulating that 15% must support a Community Housing Development Organization (CHDO). Up to 10% of the provided funding can be allocated for program administration, amounting to an estimated \$74,199 for Community Development's administrative purposes.

The total estimated funding for the ESG program is \$188,612. The Community Development Department will use around \$14,146 of ESG funding for program administration. Other categories funded by ESG include Shelter Operations and Street Outreach, with an estimated \$112,919 and Rapid Rehousing/Homeless Prevention, totaling approximately \$61,547.

Attachments

2024-2025 CDBG, HOME, and ESG Federal Grant Allocations Presentation



GARLAND

TEXAS MADE HERE

2024-2025 Federal Grant Funding Budget Presentation

Presented by the Community Development Department
May 20, 2024



GARLAND
COMMUNITY DEVELOPMENT



Process Overview



2024-2025 Federal Grant Funding

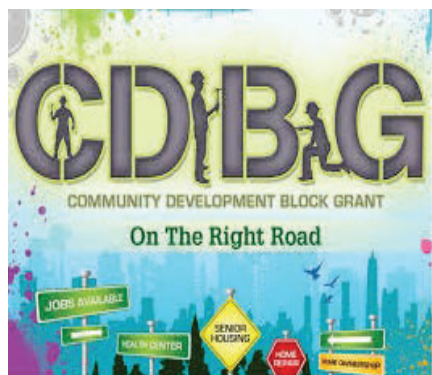
Council is being asked to begin the process of making decisions on how to allocate fiscal year 2024-25 CDBG, HOME, and ESG funding.

- Worksheets have been provided to Council for review and individual recommendations. Council is being asked to return those completed worksheets by May 15, 2024, in preparation for the May 20, 2024, Work Session discussion meeting.
- A Public Hearing will be held on May 7, 2024, during the regular Council meeting where grant applicants may choose to provide additional information on their request.

2023-2024 Grant Process	
Federal Grants Kickoff Presentation	May 6, 2024– Work Session
Public Hearing	May 7, 2024- Regular Council Meeting
<u>Council Recommendation Worksheets</u>	<u>Due back on May 15, 2024</u>
Allocation Discussion	May 20, 2024– Work Session
Allocation Discussion	June 17, 2024– Work Session – (if needed)
Final Allocation Approval	July 2, 2024– Regular Council Meeting



CDBG Entitlement Funding Available



2024-2025 Federal Grant Funding

■ CDBG Funding	\$2,070,501	(-54,429)
■ CDBG Carryover Funding	\$449,507	
<hr/>		
▶ Administration	\$414,100	(-10,886)
▶ Public Services – 15% Set Aside	\$310,575	(-8,165)
▶ CDBG Projects	\$1,795,332	(-35,379)



2024-2025 Public Services

CDBG Funding – Allocation minimum is \$5,000

CDBG Applicant	Estimated Allocation - Averaged Recommendation	Final Allocation - Adjustment 2.56% Down
Garland Police Boxing Program	\$33,958.00	\$34,536.00
S.T.A.R.S. Summer Camp Program	\$34,647.00	\$38,542.00
Parks After School Program	\$20,002.00	\$23,065.00
Elderly Yard Care Program	\$26,450.00	\$26,595.00
Senior Citizens of Greater Dallas Ombudsman Program	\$15,241.00	\$15,882.00
Meals on Wheels	\$13,566.00	\$14,644.00
Hopes Door/New Beginning Center	\$26,059.00	\$24,080.00
Achievement Center Student Tuition	\$15,908.00	\$16,062.00
Counseling Institute Family Therapy	\$18,571.00	\$15,948.00
Hope Clinic Medical Clinic	\$70,714.00	\$64,148.00
Transcend STEM Street Outreach	\$13,571.00	\$10,556.00
Salvation Army Rental Assistance	\$18,391.00	\$17,144.00
Restoration Church Summer Camp Below the application minimum of \$5,000	\$5,774.00	\$4,750.00 - Below the application minimum of \$5,000
Oral Health Dental Outreach – Below the application minimum of \$5,000	\$5,888.00	\$4,623.00– Below the application minimum of \$5,000
TOTALS	\$318,740.00	\$310,575.00

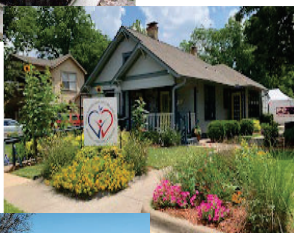
Public Services Requests





GARLAND
TEXAS MADE HERE

City Project Requests



2024-2025 City Project Requests

■ CDBG Funding

▶ Housing Repair Program - \$400,000

- ▶ Assistance is provided in the form of a grant, which recipients are not obligated to repay. The services encompass a range of offerings such as HVAC repair or replacement, major electrical and plumbing repairs, modifications to comply with ADA regulations, and various other health and safety –related improvements.

▶ GREAT Homes Program - \$88,510

- ▶ One home, situated at 214 N. 12th Street (Good Samaritan Property), is scheduled for comprehensive renovation and subsequent listing for sale. The renovation expenses are being supplemented by previous year's GREAT Home funding to facilitate this process. Upon completion, the home will be made available for purchase by an income eligible family.

▶ James Park Improvement Program - \$927,573 (-35,379)

- ▶ In conjunction with this year's Where the Heart is Program, the Parks Department requests project funding for the creation of new sidewalk connections and ADA-compliant ramps across Belinda Ct, High Meadow, and Millbranch Drives. Additionally, a 6-ft wide ADA accessible trail will be established within the interior of the park, alongside a new parking lot with security lighting.



GARLAND
TEXAS MADE HERE

City Project Requests



2024-2025 City Project Requests

■ CDBG Funding

▶ Facilities HVAC Replacement - \$129,249

- ▶ Funds will be allocated towards the replacement of 4 HVAC systems within the library building situated at 3319 Edgewood Drive. These systems are nearing the end of their operational lifespan, with less than 1-year of use remaining. The building will be utilized by Good Samaritan to continue services for eligible clients. Under the agreement, the City will lease the facility to the nonprofit. However, maintenance of major systems will continue to be the responsibility of the City.

▶ Code Enforcement Program - \$250,000

- ▶ Funds will be used to support staff dedicated to improving the health and safety standards within low-income neighborhoods. Code Officers will serve as the point of contact for homeowners, offering guidance on the Code Cares Program and any additional assistance requested.



2024-2025 Federal Grant Funding

■ HOME Funding	\$640,867	(-101,126)
----------------	-----------	------------

HOME Infill
Entitlement
Funding
Available

-
- | | | |
|------------------------|-----------|-----------|
| ▶ Administration | \$64,087 | (-10,112) |
| ▶ CHDO – 15% Set Aside | \$96,130 | (-15,163) |
| ▶ City Project Funding | \$480,650 | (-75,051) |

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





2024-2025 Federal Grant Funding

■ ESG Funding \$188,612 (-1,853)

ESG Entitlement
Funding
Available

- ▶ Administration \$14,146 (-139)
- ▶ Shelter Operations/Outreach \$112,919 (-1,714)
- ▶ Rapid Rehousing/Homeless Prevention \$61,547



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



Federal Grant Funding

Questions



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

9.

Meeting Date: 05/20/2024

Title: Development Services Committee Report

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

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

1. Tobacco and Vape Sales in Relation to Distance from High Schools
2. Zoning District for Drone Delivery

Background

Council Discussion

Consideration / Recommendation



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

10.

Meeting Date: 05/20/2024

Title: City Manager Preview of the June 29 City Council Workshop

Submitted By: Letecia McNatt, Assistant to the City Manager

Strategic Focus Area: Future-Focused City Organization

Issue/Summary

City Manager, Jud Rex, will provide a preview of some of the material to be covered at the June 29 City Council workshop. Workshop topics will include the City's mission and vision, strategic focus areas, FY2025 budget priorities, and direction on key long-term funding decisions.

Background

The City Council workshop is dedicated to developing strategic vision and establishing Council priorities.

Consideration / Recommendation

Unless otherwise directed by Council, the topics will move forward as the Agenda for the June 29 City Council Workshop.

Attachments

City Manager Preview of the June 29 City Council Workshop Presentation



GARLAND
TEXAS MADE HERE

City Council June Strategic Workshop Preview

May 20, 2024



GARLAND

- Citizen Survey Results
- 10 Strategic Focus Areas
- The City's Mission & Vision Statements

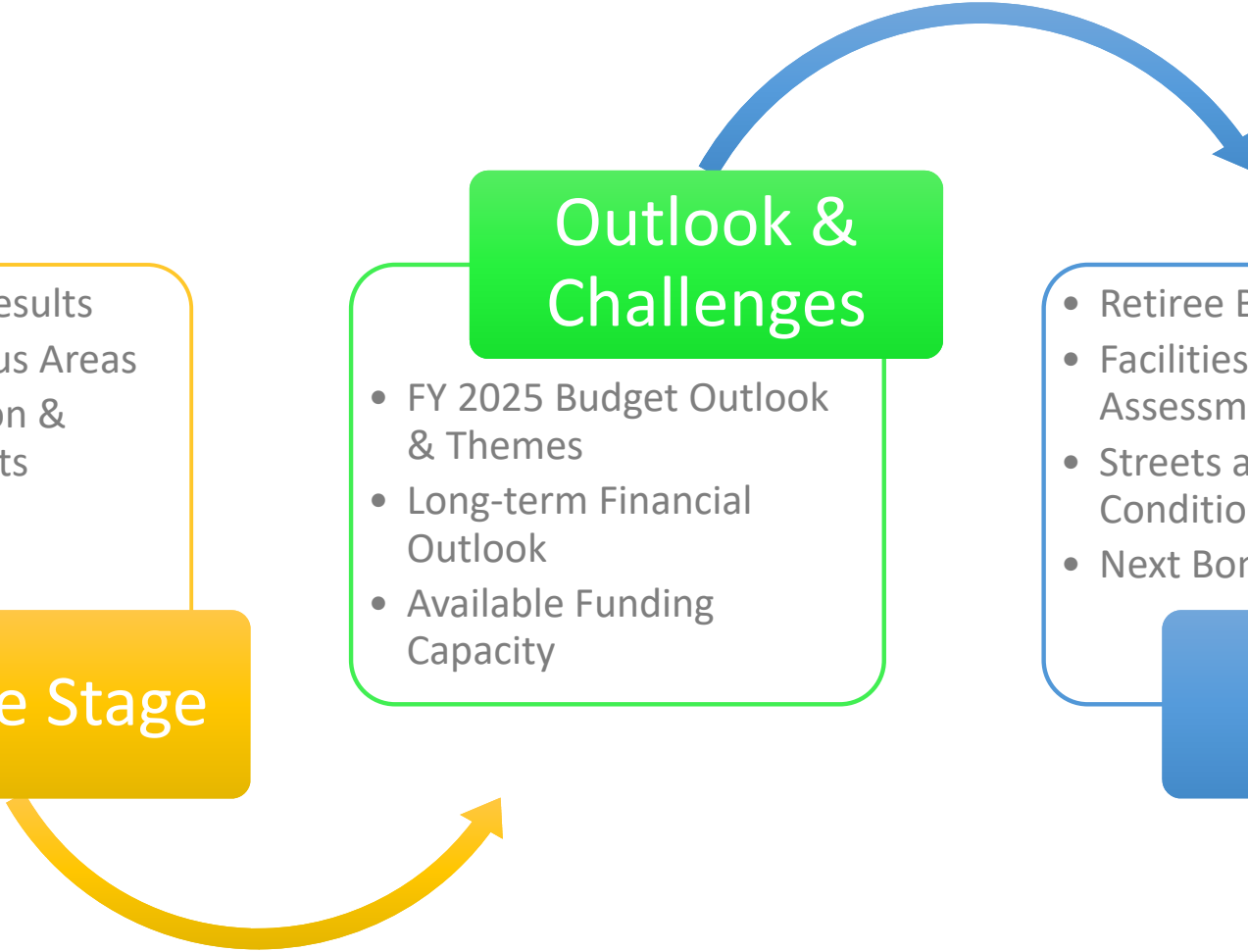
Set the Stage

Outlook & Challenges

- FY 2025 Budget Outlook & Themes
- Long-term Financial Outlook
- Available Funding Capacity

- Retiree Benefits (COLA)
- Facilities Condition Assessment
- Streets and Alleys Condition Assessment
- Next Bond Initiative

Direction Needed



- 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]



Alignment



Each year, the City Council reviews and updates its goals for the Garland community and City operations. City management uses these goals to guide operational priorities, decision-making and resource allocation.



City of Garland's Guiding Principles

Mission Statement

What we do

We are committed to preserve public trust, deliver quality services, promote economic growth, protect our community and enhance the quality of life for the good of our city and our future.

Vision Statement

Where we are going

Garland's vision is to be a progressive city working together to nurture and grow the economic, social, environmental, and cultural well-being of our community.

Value Statements

What we believe

G

Growth •
*We are growing
Garland's future.*
We are committed to grow our community, economy and organization.

A

Ambassadors •
We are Garland.
We are ambassadors of Garland and represent this City in everything we say and do.

R

Respect •
We respect each other.
We show respect through our words and actions.

L

Life Balance •
We value work-life balance.
We are committed to work toward good health and well-being, recognizing that family, health, leisure and spirituality are important.

A

Accountability •
We choose to take ownership.
We take responsibility for our actions and for achieving results.

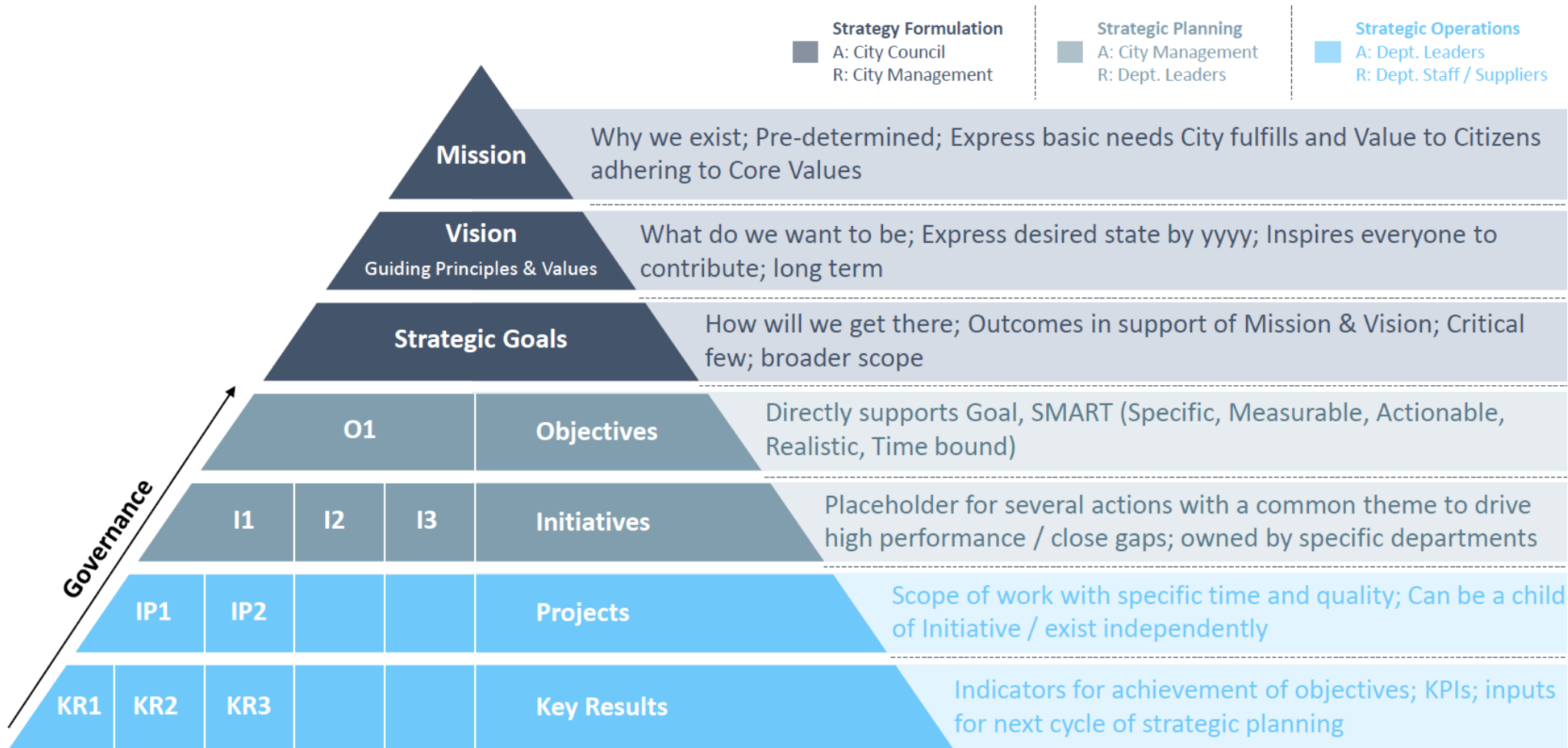
N

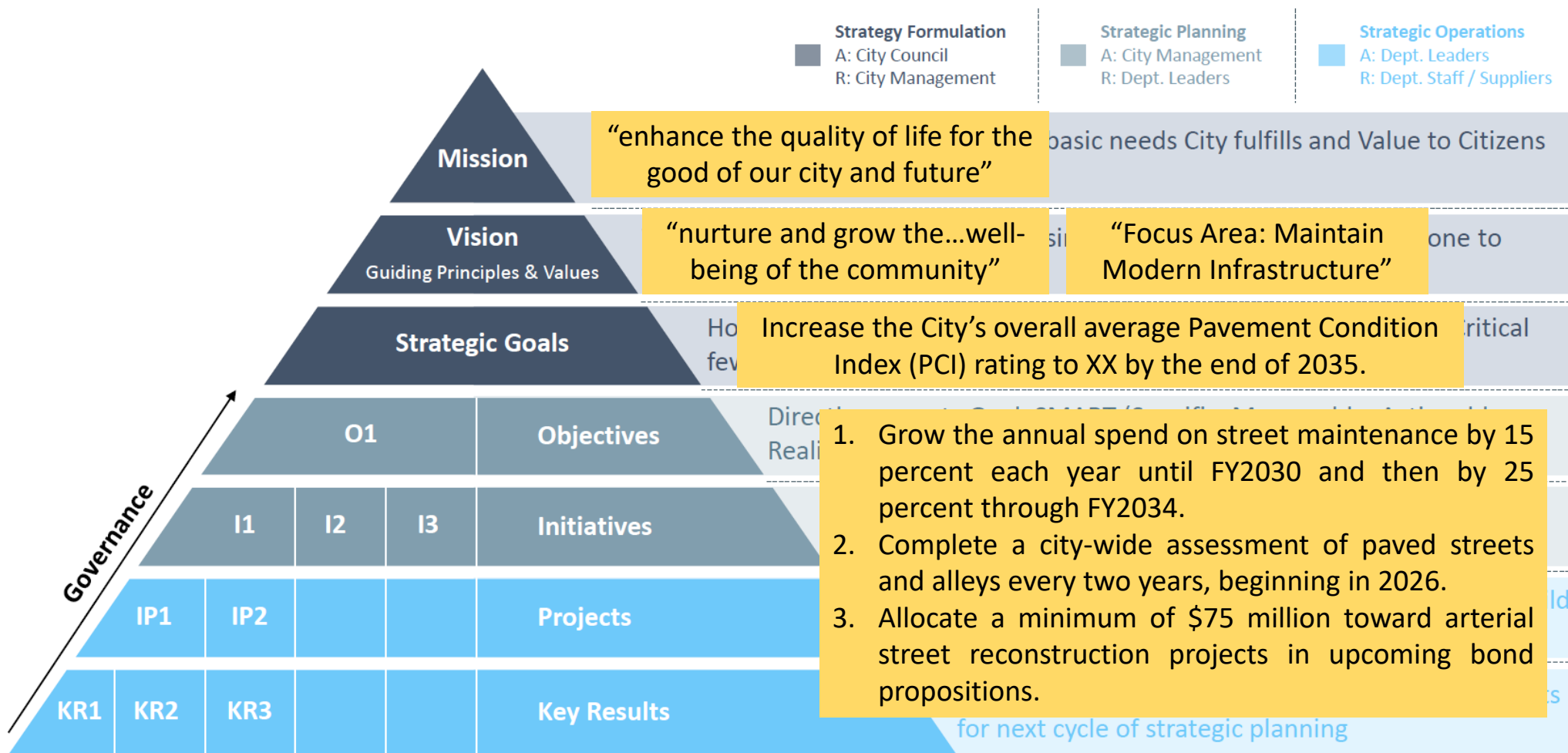
Network •
We build connections.
We build strong, collaborative relationships throughout the community, and within the organization through individuals, teams and departments.

D

Diversity •
We are inclusive.
We take pride in our differences. Our diversity is our strength and a key to our success!









GARLAND
TEXAS MADE HERE

City Council Strategic Workshop: Direction Points

- Mission & Vision
- Prioritize 10 Strategic Focus Areas
- FY 2025 Budget
- Long-term Funding
 - Retiree Benefits (COLA)
 - City Facilities
 - Streets | Alleys
 - Next Bond Initiative (Economic Development & Streets)



GARLAND
CITY COUNCIL STAFF REPORT

City Council Work Session

11.

Meeting Date: 05/20/2024

Title: Boards and Commission Appointment

Submitted By: Courtney Vanover, Department Coordinator II

Issue/Summary

Mayor Scott LeMay

- Dorothy White - Library Board

Background

Consideration / Recommendation

Attachments

Dorothy White - Library



GARLAND

TEXAS MADE HERE

CITY OF GARLAND
RECEIVED
APR 16 2024

CITY SECRETARY

Application for City of Garland Boards/Commissions/Committees/Charter Review Board/Bond Committee

Return completed application to City Secretary's Office, 200 N. Fifth St., Garland, Texas 75040 | Email: CitySecretary@GarlandTX.gov

Please Type or Print Clearly:

Date: April 15, 2024

Name: Dorothy White

Phone: [REDACTED]

(Home)

Address: 728 Hawthorne Dr.

Phone: [REDACTED]

(Other)

City, State, Zip: Garland, TX 75041

Email: [REDACTED]

Resident of Garland for 40 years

Resident of Texas for 45 years

☒ Dallas County Voter Registration Number [REDACTED] Garland City Council District 5

Number Have you ever been convicted of ☐ felony? ☒ Yes ☐ No

Have you ever been convicted of a Class A misdemeanor? ☐ Yes ☒ No

Please list any experience that qualifies you to serve in the areas you have indicated.

Worked in local government for 21 years
Graduate of Leadership Garland Class 22
I would be interested in serving on any Board or Commission as needed
Professional communicator

If you have previously served on a City Board or Commission, please specify and list dates of service.

Served on 2023 Charter Review Committee

Previously served as City Staff Liaison to Garland Youth Council 2005-2012

List civic or community endeavors with which you have been involved.

Serve on Boards for Hope Clinic, Society for the Preservation of Spring Creek Preserve, Garland Summer Musicals

What is your educational background?

Bachelor's Degree in Journalism

Master's Degree in Public Administration

What is your occupational experience?

Strategic communications professional

Retired City of Garland employee - Director of Public & Media Relations

I hereby affirm that all statements herein are true and correct.

Dorothy White

Board or Commission of first, second and third choice:

- ☐ 1 Animal Services Committee
- ☐ Board of Adjustment
- ☐ Bond Committee
- ☐ Charter Review Board
- ☐ Citizens Environmental and Neighborhood Advisory Committee
- ☐ Civil Service Commission
- ☐ Community Multicultural Commission
- ☐ Dallas Area Rapid Transit Board
- ☐ 2 Garland Cultural Arts Commission
- ☐ Garland Youth Council**
- ☐ Library Board

- ☐ North Texas Municipal Water District Board
- ☐ Property Standards Board
- ☐ 3 Parks and Recreation Board
- ☐ 4 Plan Commission
- ☐ 5 Senior Citizens Advisory Committee
- ☐ 6 Unified Building Standards Commission
- ☐ Tax Increment Finance #1 Downtown Board
- ☐ Tax Increment Finance #2 South Board
- ☐ Tax Increment #3 Board
- ☐ Texas Municipal Power Agency Board

** Garland Youth Council has a separate application

FOR OFFICE USE ONLY

Ad Valorem Tax Status

Current ☒

Past Due ☐

Date Appointed

Utility Account Status

Current ☒

Past Due ☐

Appointed By

CSO Suit/Claim Filed

Yes ☐ No ☒

Date Notified

Clerk Signature & Date

Courtney Vanover
4-24-24

Disclosure Form Filed

Revised 08/2023