



CITY COUNCIL REGULAR MEETING AGENDA

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, April 11, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

PLEDGE OF ALLEGIANCE AND INVOCATION

PUBLIC COMMENTS (Limited to three minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the City Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to three (3) minutes. The Texas Open Meetings Act provides the following:

A. If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:

- (1) A statement of specific factual information given in response to the inquiry; or
- (2) A recitation of existing policy in response to the inquiry.

B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

PROCLAMATION

1. Domestic Violence Month - Freedom House

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Approve City Council Meeting Minutes - Regular Meeting on March 14, 2023.
3. Approve City Council Meeting Minutes - Special Meeting on March 30, 2023.
4. Approve City Council Meeting Minutes - Special Meeting on April 3, 2023.

REGULAR AGENDA ITEMS

5. Congressman Roger Williams - Presentation of American Flag
6. Discussion/Action: to authorize the Mayor to renew and amend the current Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, City of Aledo, Town of Annetta, Town of Annetta North, City of Annetta South, and the City of Willow Park effective through April 30, 2026.
7. Discussion/Action: to authorize the Mayor to execute a Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, Town of Annetta, Town of Annetta North, City of Aledo, City of Annetta South, and City of Willow Park effective May 1, 2026.
8. Discussion/Action: to allow for the implementation of STEP grant – Click It or Ticket.
9. Discussion/Action: to allow for the implementation of STEP grant – Operation Slow Down e-Grant.
10. Consideration/Action: to amend Chapter 5, Fire Prevention and Protection of the City Code of Ordinances. Amending Article 5.02 Fire Marshal and Deleting Article 5.03 Fire Department.
11. Discussion/Action: the City Council may consider, discuss and/or act on an ordinance regulating sex offender residency in the City of Willow Park.
12. Discussion/Action: to appoint Fire Marshal John Schneider to the Police Department Committee.
13. Discussion/Action: to consider the use of the funds from the American Rescue Plan Act to construct a new sanitary sewer line along Bankhead Highway from Ranch House Road to the east city limits.
14. Discussion/ Action: To authorize staff to donate surplus office items and equipment to non-profits organization and dispose of surplus office items and equipment that are deemed damaged.

INFORMATIONAL

Mayor and Council Comments

City Manager Comments

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

15. Discussion of purchase contracts for the purchase of 120 El Chico along with adjoining unimproved property. - Section 551.071 Consultation with Attorney; Section 551.072 Deliberations Regarding Real Property

RECONVENE into Open Session and consider action, if any, on the item discussed in Executive Session.

ADJOURNMENT

As authorized by Section 551.127, of the Texas Government Code, one or more Council Members or employees may attend this meeting remotely using video conferencing technology.

The City Council may convene a public meeting and then recess into closed executive session, to discuss any of the items listed on this agenda, if necessary, and if authorized under chapter 551 of the Texas Government Code. Situations in which a closed executive session may be authorized by law include, without limitation; (1) consulting with the Council's attorney to seek or receive legal advice concerning pending or contemplated litigation, a settlement offer, or any other matter in which the ethical duty of the attorney to the Council clearly conflicts with the general requirement that all meetings be open, § 551.071; (2) discussing the purchase, exchange, lease, or value of real property, § 551.072; (3) discussing a prospective gift or donation, § 551.073; (4) discussing certain personnel matters, §551.074; and (5) discussing security personnel or devices, § 551.076.

CERTIFICATION I, the undersigned authority, does hereby certify that this Notice of a Meeting was posted on the bulletin board at City Hall, 120 El Chico Trail, Suite A, Willow Park, TX 76087, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the following date and time: April 6, 2023, at 2:00 p.m. and remained so posted continuously for at least 72 hours before said meeting is to convene.

Crystal R. Dozier, TRMC

City Secretary

The City Hall is wheelchair accessible and accessible parking spaces are available. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-441-7108, or by email at cdozier@willowpark.org. Requests should be made at least 48 hours prior to the meeting. This agenda is posted on the city's web site at www.willowpark.org



A Proclamation Honoring Freedom House

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in the community. SAAM aims to raise public awareness about sexual violence and educate our community about how best to prevent it. Sexual assault’s prevalence is based on the widespread devastating abuse of power- one that affects people of every age, race, sex, gender identity, national origin, socioeconomic background, and religion; and

WHEREAS, rape, sexual assault, and sexual harassment are harmful within our community with one in five women and one in 67 men sexually assaulted at some point in their lifetimes; and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six little boys and one in four little girls will experience sexual assault before turning 18 years of age; and

WHEREAS, on college campuses, one in five women and one in sixteen men are sexually assaulted during their college years; and

WHEREAS, 33% of adults with intellectual disabilities have experienced sexual violence during their lifetimes, and

WHEREAS, 2023 marks the twenty second anniversary of Sexual Assault Awareness Month and this year’s campaign theme being “Drawing Connections: Prevention Demands Equity”-draws on all individuals, communities, organizations, and institutions to change the systems surrounding us to build equity and respect within our community. Jointly we can publicly support victims, share educational information about assault and online harassment, and take a strong stance against victim blaming comments.

NOW, THEREFORE, I, Doyle Moss, Mayor of City of Willow Park, by virtue of the authority vested in me do hereby proclaim April 2023 as “Sexual Assault Awareness Month” in the City of Willow Park. We join Freedom House as they help survivors of sexual assault by supporting the eradication of sexual assault through improving victim safety and holding perpetrators accountable for their actions against members of our community.

IN WITNESS WHEREOF, I have set my hand and caused the seal of Willow Park Texas, to be affixed this 11th day of April, 2023.

Mayor Doyle Moss

Attest:

Crystal R. Dozier, City Secretary



CITY COUNCIL REGULAR MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Tuesday, March 14, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Meeting was called to order at 6:00 pm by Mayor Doyle Moss.

PRESENT

Mayor Doyle Moss
 Councilmember Chawn Gilliland
 Councilmember Lea Young
 Councilmember Nathan Crummel

ABSENT

Councilmember Eric Contreras
 Councilmember Greg Runnebaum

PLEDGE OF ALLEGIANCE AND INVOCATION

Invocation and pledge presented by Father Sam Wilgus of St. Francis.

PUBLIC COMMENTS (Limited to three minutes per person)

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B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

None.

PUBLIC HEARINGS

1. Planned Development District for Standard Service

Open @ 6:02 pm

No public comments.

Closed @ 6:03 pm

PROCLAMATION

None.

CONSENT AGENDA

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

2. Consideration & Action: Approval of City Council Meeting Minutes for February 28, 2023.

Minutes approved.

Motion made by Councilmember Gilliland, Seconded by Councilmember Young. Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

REGULAR AGENDA ITEMS

3. Consideration & Action: Request for rezoning from "C" Commercial and "I-20 Overlay District" to "PD-SS" Planned Development District for the development of restaurants and other uses as stated and permitted, on the 5.96 acres of Lot 1, Block 3, Porter Addition, City of Willow Park, Parker County, Texas.

Motion made by Councilmember Young, Seconded by Councilmember Crummel. Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

4. Presentation by Michael Dimas, ONCOR, regarding response update to wind storm on March 2, 2023.

Mr. Dimas shared ONCOR's experience regarding the recent outage from winds, other states who assisted in service restoration, and their timely reinstatement of power to their customers. To report outages, go to ONCOR website at "My ONCOR Alerts" for most efficient attention.

5. Consideration & Action: Annual Audit Report by Snow, Garrett & Williams.

Review of Annual Audit Report.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

Voting Abstaining: Mayor Moss

6. Consideration & Action: Appointment of Interim Chief of Police.

City Manager, Bryan Grimes, reiterated Chief Ellis' retirement, and Staff recommended Assistant Chief Franklin to fill that role as of March 24, 2023.

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.

Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

7. Consideration & Action: Authorize City Manager to give written "Notice of Intent to Terminate Maverick Computer Services' Managed Services Agreement"

City Manager, Bryan Grimes, identified the favorable relationship with Maverick Computer Services since 2010 but expressed the City's needs have been increasing rapidly; Senior Staff has agreed that the City needs more individualized attention for a 60-day notice.

Motion made by Councilmember Gilliland, Seconded by Councilmember Young.

Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

INFORMATIONAL

Mayor Moss announced that Councilman Greg Runnebaum was rushed to the hospital, but he is doing well and being released.

Mayor Moss thanked Fire Chief Schneider for a smooth transmission with ESD1.

Mr. Grimes thanked the Public Works Department for their help with the move to the new City Hall. He also publicly announced the retirement reception for Police Chief Ellis on Thursday, March 23, 2023.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

Adjourn to Executive Session at 6:25 p.m.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

- 8. Interlocal Agreement with Parker County ESD No. 1.
- 9. Agreement to Sell Public Safety Building, Fire Station No. 2 to Parker County ESD No. 1.

RECONVENE *into Open Session and consider action, if any, on the item discussed in Executive Session.*

Reconvene to Regular Session at 6:56 p.m.

- 10. The Council may consider, discuss and/or approve and interlocal agreement with Parker County ESD No. 1 transitioning fire department employees and certain equipment to the ESD No. 1.

Interlocal Agreement effective March 24, 2023. There are 11 Firefighters on staff with WPF; 9 of those are going to ESD1, 2 are coming to the City as Fire Marshals, services which are not offered by ESD1.

Motion made by Councilmember Young, Seconded by Councilmember Gilliland. Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

- 11. The City Council may consider, discuss and/or approve the agreement to sell the Public Safety Building and Fire Station No. 2 to Parker County ESD No. 1.

Motion made by Councilmember Young, Seconded by Councilmember Crummel. Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

ADJOURNMENT

Motion made by Councilmember Gilliland, Seconded by Councilmember Crummel.
Voting Yea: Councilmember Gilliland, Councilmember Young, Councilmember Crummel

Mayor Moss adjourned the meeting at 7:01 p.m.

These minutes were approved on the 11th of April, 2023.

/s/
Doyle Moss, Mayor

/s/
Crystal R. Dozier, TRMC
City Secretary



CITY COUNCIL SPECIAL MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Thursday, March 30, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Meeting was called to order at 6:00 pm by Mayor Doyle Moss.

PRESENT

Mayor Doyle Moss
 Councilmember Eric Contreras
 Councilmember Chawn Gilliland
 Councilmember Greg Runnebaum
 Councilmember Lea Young
 Councilmember Nathan Crummel

STAFF PRESENT

City Manager Bryan Grimes
 City Attorney Pat Chesser
 City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Moss requested a moment of silence followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

REGULAR AGENDA ITEMS

1. Council may authorize the City Manager to advertise and seek applications for the position of Chief of Police.

To authorize the City Manager to advertise and seek applications for 30 days for the position of Chief of Police.

Motion made by Gilliland, Seconded by Crummel.

Voting Yea: Gilliland, Contreras, Runnebaum, Young, Crummel

2. Council may authorize the City Manager to transfer from reserves to the general fund an amount not to exceed \$250,000.00 to pay off loans with Government Capital for certain fire equipment and vehicles being sold to Parker County ESD No. 1.

No action taken.

INFORMATIONAL

Mayor and Council Comments

There were no comments.

City Manager Comments

There were no comments.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

Mayor Moss Convened into Executive Session at 6:03 PM.

Section 551.071 - Consultation with Attorney

3. Agreement with Parker County ESD No. 1 to sell Public Safety Building and Fire Station No. 2

No action taken.

4. Agreement to purchase 120 El Chico Trail from Parker County RE Partners, LLC.

To direct staff to call a special city council meeting for Monday, April 3, 2023 at 6:00 PM to consider a resolution to issue a Certificate of Obligation for 120 El Chico Trail.

Motion made by Young, Seconded by Runnebaum.

Voting Yea: Gilliland, Contreras, Runnebaum, Young, Crummel

RECONVENE into Open Session and consider action, if any, on the items discussed in Executive Session.

Mayor Moss reconvened into open session at 7:07 PM.

ADJOURNMENT

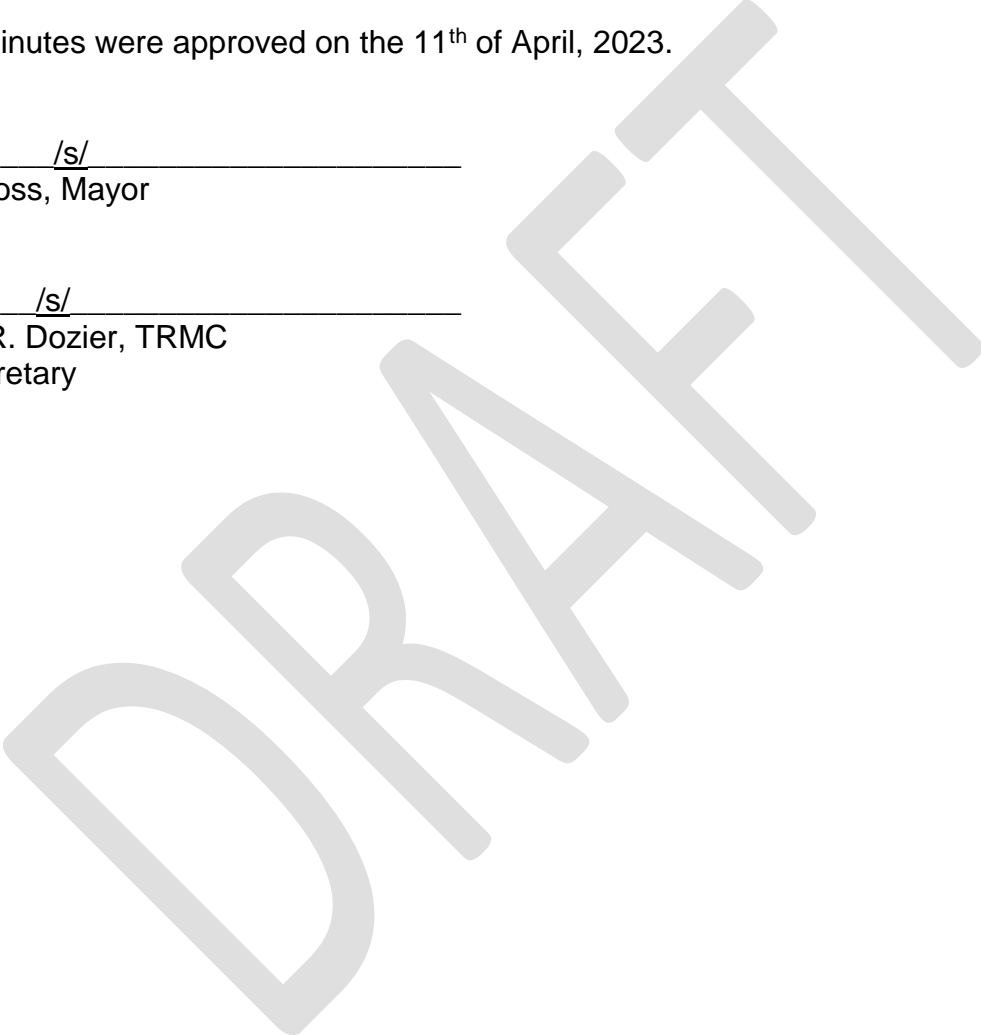
**Motion made by Runnebaum, Seconded by Crummel.
Voting Yea: Gilliland, Contreras, Runnebaum, Young, Crummel**

Mayor Moss adjourned the meeting at 7:09 PM.

These minutes were approved on the 11th of April, 2023.

_____/s/
Doyle Moss, Mayor

_____/s/
Crystal R. Dozier, TRMC
City Secretary





CITY COUNCIL SPECIAL MEETING MINUTES

City Hall, 120 El Chico Trl., Suite A, Willow Park, TX 76087

Monday, April 03, 2023 at 6:00 PM

CALL TO ORDER AND THE ROLL OF ELECTED AND APPOINTED OFFICERS WILL BE TAKEN

Meeting was called to order at 6:00 pm by Mayor Doyle Moss.

PRESENT

Mayor Doyle Moss
 Councilmember Chawn Gilliland
 Councilmember Lea Young
 Councilmember Nathan Crummel

ABSENT

Councilmember Eric Contreras
 Councilmember Greg Runnebaum

STAFF PRESENT

City Manager Bryan Grimes
 City Attorney Pat Chesser
 City Secretary Crystal Dozier

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Moss requested a moment of silence followed by the pledge of allegiance.

PUBLIC COMMENTS (Limited to three minutes per person)

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B. Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

There were no public comments.

REGULAR AGENDA ITEMS

1. Discussion/Action: Consider all matters incident and related to approving and authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$8,500,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, renovating, improving and equipping an existing building for public safety facilities, judicial facilities, a city hall and municipal facilities for administrative offices for city departments responsible for designated infrastructure, including streets, roads, parks, water and wastewater utilities, information technology systems and cybersecurity and various other city departments, and (ii) professional services rendered in connection with such projects and the financing thereof; including the adoption of a resolution pertaining thereto.

To approve a resolution authorizing publication and posting of notice of intention to issue certificates of obligation in an amount not to exceed \$8,500,000 for the purpose of paying contractual obligations to be incurred for (i) acquiring, renovating, improving and equipping an existing building for public safety facilities, judicial facilities, a city hall and municipal facilities for administrative offices for city departments responsible for designated infrastructure, including streets, roads, parks, water and wastewater utilities, information technology systems and cybersecurity and various other city departments, and (ii) professional services rendered in connection with such projects and the financing thereof; including the adoption of a resolution pertaining thereto.

Motion made by Young, Seconded by Runnebaum.

Voting Yea: Gilliland, Runnebaum, Young, Crummel

INFORMATIONAL

Mayor and Council Comments

Mayor Moss said he has been serving since 2017 and this is a monumental day for the city. He thanked everyone for their efforts.

Mayor Runnebaum thanked Mayor Moss.

City Manager Comments

City Manager Bryan Grimes thanked the City Council on behalf of city staff.

EXECUTIVE SESSION *It is anticipated that all, or a portion of the discussion of the foregoing item will be conducted in closed executive session under authority of the Section 551 of the Texas Open Meetings Act. However, no action will be taken on this item until the City Council reconvenes in open session.*

2. Agreement with Parker County ESD No. 1 to sell Public Safety Building and Fire Station No. 2- Section 551.071 - Consultation with attorney.

No action taken.

ADJOURNMENT

**Motion made by Gilliland, Seconded by Runnebaum.
Voting Yea: Gilliland, Runnebaum, Young, Crummel**

Mayor Moss adjourned the meeting at 6:27 PM.

These minutes were approved on the 11th of April, 2023.

_____/s/_____
Doyle Moss, Mayor

_____/s/_____
Crystal R. Dozier, TRMC
City Secretary

DRAFT



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Administration	Presented By: Bryan Grimes
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AGENDA ITEM

Discussion/Action: to authorize the Mayor to renew and amend the current Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, City of Aledo, Town of Annetta, Town of Annetta North, City of Annetta South, and the City of Willow Park effective through April 30, 2026.

BACKGROUND:

The existing joint solid waste agreement between the cities and Republic Services expires April 30, 2023. In preparation for this, city staff has been negotiating with Republic on a renewal of the joint solid waste agreement with the cities.

Republic’s intent was to establish a long term partnership with the cities to support their required investment in assets and infrastructure to support the new agreement. The proposal as set forth in the attached documents is that beginning May 1, 2026, Republic’s garbage, trash, and recycling collections will all be by polycarts, and Republic agrees to utilize an entirely new fleet of automated side loader (ASL) trucks to service all the cities for garbage, trash, and recyclable materials; however, Republic may utilize its existing fleet for brush and debris collection and disposal.

Additionally, the cities’ existing disposal agreement with Waste Management expires April 30, 2026. Because of these changes in structure to begin May 1, 2026, it was decided to enter into a renewal of the existing solid waste agreement beginning May 1, 2023 through April 30, 2026, when the disposal agreement will end, and then enter into a new joint solid waste agreement to begin May 1, 2026 detailing the use of the new ASL trucks by Republic and changing the disposal terms since the disposal agreement with Waste Management will no longer exist.

Attached you will find both a proposed renewal and amendment to the existing solid waste agreement to begin May 1, 2023, and a proposed new joint solid waste agreement to begin May 1, 2026.

Renewal and Amendment Agreement (2023-2026)

- The terms and conditions of the current joint solid waste agreement remain in effect, except to the extent modified in the renewal document. There are no further renewals of the current agreement permitted. Services continue during the renewal term as curbside “take all” services.
- The required minimum tons per year of solid waste to be disposed of was amended from 35,000 tons to 19,000 tons annually.
- Aledo was added to the table of collection schedules to change from their existing once a week solid waste service to twice a week service as with the other cities.
- The base rate schedules are increasing slightly for 2023 from \$16.79 to \$17.63. A fixed 4% annual increase to the base rates is built in each year of the renewal, on May 1, 2024, and May 1, 2025.
- Aledo was added to the provisions regarding billing and franchise fees as exist for the other cities.
- The provision requiring Republic to pay an outside disposal fee into an escrow account for the benefit of the cities [relating to Republic disposal of solid waste from customers outside the city limits of the cities utilizing the reduced municipal disposal rate negotiated with Waste Management] was amended to require quarterly payments by Republic into an escrow account maintained at the depository institution of Hudson Oaks for the benefit of all the cities jointly, and such deposit shall

be accompanied by a reconciliation and accounting by Republic of the monthly tonnage reports to verify the amount being deposited. This should help with the issues encountered with this provision under the existing solid waste agreement. Additionally, Republic has confirmed that the escrow balance as of October, 2022, is \$86,978.33, and they have paid such amount into the escrow account being maintained by Hudson Oaks.

Proposed Motion: to authorize the Mayor to renew and amend the current Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, City of Aledo, Town of Annetta, Town of Annetta North, City of Annetta South, and the City of Willow Park effective through April 30, 2026.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Existing solid waste agreement to begin May 1, 2023

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	General

RENEWAL AND AMENDMENT TO JOINT SOLID WASTE AGREEMENT

This Renewal and Amendment to the Joint Solid Waste Agreement (“Renewal”) is made and entered into by and between the City of Aledo, Texas (“Aledo”), the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred to herein as the “Municipality,” each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd. (“Contractor”) acting by and through its duly authorized officer. The Municipality and Contractor may be collectively referred to herein as the “Parties.”

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park entered into that certain Joint Solid Waste Agreement with Contractor for solid waste collection, commencing May 1, 2016, for an initial term of five (5) years, with an automatic renewal for an additional two (2) years upon the same terms and conditions (the “Collection Agreement”); and

WHEREAS, the Collection Agreement was contingent upon Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park entering into a Joint Solid Waste Disposal Agreement (“Disposal Agreement”) with Waste Management of Texas, Inc. (“Waste Management”) for the exclusive disposal of all residential, commercial, and industrial solid waste generated in those municipalities; and

WHEREAS, such Disposal Agreement was entered into by Annetta, Annetta North, Annetta South, Hudson Oaks, and Willow Park with Waste Management, which Disposal Agreement terminates April 30, 2026; and

WHEREAS, Annetta, Annetta North, Annetta South, Hudson Oaks and Willow Park agree that the Disposal Agreement shall not be renewed, and that all disposal after April 30, 2026 will be the responsibility of the Contractor at a permitted TCEQ facility; and

WHEREAS, the Collection Agreement provided that Aledo could opt to join into the Collection Agreement through the execution of an interlocal cooperation agreement; however, the provisions of Article XIII (outside disposal fee) of the Collection Agreement would not apply to Aledo as Aledo is not a party to the Disposal Agreement; and

WHEREAS, Aledo did opt to join the Collection Agreement on or about March 24, 2016, through the execution of an interlocal cooperation agreement, effective May 1, 2016; and

WHEREAS, pursuant to this Renewal, the Parties desire to extend the Collection Agreement effective May 1, 2023 through April 30, 2026 to coincide with the termination of the Disposal Agreement, on the same terms and conditions except as may be amended in this Renewal; and

WHEREAS, the Parties desire to enter into a new Joint Solid Waste Agreement to begin May 1, 2026, which will be established through a separate agreement concurrent with this Renewal.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants contained herein and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contractor hereby releases, holds harmless, and forever discharges Municipality from any and all liability, claims, damages, costs, expenses, losses, or causes of action of any kind whatsoever, whether asserted or unasserted, resulting from or arising out of the Collection Agreement prior to May 1, 2023.**

2. Except as specifically provided in this Renewal below, the terms and conditions of the Collection Agreement, as extended herein, remain in full force and effect.

3. Section I.A. of the Collection Agreement shall be amended to change the required minimum tons of solid waste to be disposed of from 35,000 tons to 19,000 tons.

4. Section I.B. of the Collection Agreement shall be amended to extend the term of the Collection Agreement from May 1, 2023 through April 30, 2026, with no provision for any further extension or renewal.

5. In Section III. of the Collection Agreement, the table of collections schedules for each Municipality shall be amended to add Aledo with solid waste collection services on Monday and Thursday and recycling services on Monday, each week, and the hours of service shall be amended from 7:00 a.m. to 6:00 p.m.

6. Section IV.A. of the Collection Agreement shall be amended to amend the Base Rates for residential service, C&D debris, and commercial service as set forth in Attachment A to this Renewal, such rates to begin May 1, 2023.

7. Section IV.B. of the Collection Agreement shall be amended to amend the Fixed Base Rate Escalation to provide for an annual increase in the Base Rates set forth in Attachment A to this Renewal as follows:

- May 1, 2024 4.0% increase
- May 1, 2025 4.0% increase

8. Section V.A. of the Collection Agreement shall be amended to add Aledo's billing and franchise fees such that Aledo shall be treated the same as Hudson Oaks and Willow Park.

9. Section V.A.3 and V.B.2 of the Collection Agreement shall each be amended to add the following sentence at the end of the existing second sentence:

“CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES.”

10. Section XI.A. “Indemnification” of the Collection Agreement is hereby amended to read as follows:

“A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

CONTRACTOR ADDITIONALLY ASSUMES ALL RESPONSIBILITY AND LIABILITY AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY BREACH OF MUNICIPALITY OBLIGATIONS UNDER

THE JOINT SOLID WASTE DISPOSAL AGREEMENT WITH WASTE
MANAGEMENT OF TEXAS, INC.”

11. Section XIII. of the Collection Agreement shall be amended to provide that the Contractor shall pay the required Outside Disposal Fee into the Escrow Account quarterly, beginning May 1, 2023, and that such quarterly payment shall be accomplished by a reconciliation and accounting of the monthly tonnage reports of solid waste disposed of from any outside source using the Municipal Disposal Rate as required under Section VIII.B. supporting the Outside Disposal Fee. Additionally, the Escrow Account shall be maintained at the depository institution for Hudson Oaks.

In Witness Whereof, the Parties by their duly authorized agents, have entered into this Renewal to be effective as of May 1, 2023.

REPUBLIC WASTE SERVICES OF TEXAS, LTD.

By: _____

Its: _____

Dated: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of Republic Waste Services of Texas, Ltd., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

CITY OF ALEDO, TEXAS

By: _____
Nick Stanley, Mayor

Dated: _____

Attest:

City Secretary

TOWN OF ANNETTA, TEXAS

By: _____
Sandy Roberts, Mayor

Dated: _____

Attest:

Town Secretary

TOWN OF ANNETTA NORTH, TEXAS

By: _____
Robert Schmidt, Mayor

Dated: _____

Attest:

Town Secretary

CITY OF ANNETTA SOUTH, TEXAS

By: _____
Charles Marsh, Mayor

Dated: _____

Attest:

City Secretary

CITY OF HUDSON OAKS, TEXAS

By: _____
Tom Fitzpatrick, Mayor

Dated: _____

Attest:

City Secretary

CITY OF WILLOW PARK, TEXAS

By: _____
Doyle Moss, Mayor

Dated: _____

Attest:

City Secretary

ATTACHMENT A
BASE RATES

3-year Extension 2X MSW which includes BULK/BRUSH, 1X REC	Current Rate 5 Cities 2x per week	Current Rate Aledo 1x per week	May 2023 6 Cities	May 2024 6 Cities	May 2025 6 Cities
Residential MSW including bulk/brush collection and 95- gallon cart	\$12.32	\$10.41	\$12.94	\$13.45	\$13.99
Residential Recycling	\$4.47	\$4.47	\$4.69	\$4.88	\$5.08
Total Residential Base Rate	\$16.79	\$14.88	\$17.63	\$18.33	\$19.07
Cart Rental Fee	\$3.15	\$3.15	\$3.15	\$3.15	\$3.15
Base Rate + Rental Fee	\$19.94	\$18.03	\$20.78	\$21.48	\$22.22



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Administration	Presented By: Bryan Grimes
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AGENDA ITEM

Discussion/Action: to authorize the Mayor to execute a Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, Town of Annetta, Town of Annetta North, City of Aledo, City of Annetta South, and City of Willow Park effective May 1, 2026.

BACKGROUND:

The existing joint solid waste agreement between the cities and Republic Services expires April 30, 2023. In preparation for this, city staff has been negotiating with Republic on a renewal of the joint solid waste agreement with the cities.

Republic’s intent was to establish a long term partnership with the cities to support their required investment in assets and infrastructure to support the new agreement. The proposal as set forth in the attached documents is that beginning May 1, 2026, Republic’s garbage, trash, and recycling collections will all be by polycarts, and Republic agrees to utilize an entirely new fleet of automated side loader (ASL) trucks to service all the cities for garbage, trash, and recyclable materials; however, Republic may utilize its existing fleet for brush and debris collection and disposal.

Additionally, the cities’ existing disposal agreement with Waste Management expires April 30, 2026. Because of these changes in structure to begin May 1, 2026, it was decided to enter into a renewal of the existing solid waste agreement beginning May 1, 2023 through April 30, 2026, when the disposal agreement will end, and then enter into a new joint solid waste agreement to begin May 1, 2026 detailing the use of the new ASL trucks by Republic and changing the disposal terms since the disposal agreement with Waste Management will no longer exist.

Attached you will find both a proposed renewal and amendment to the existing solid waste agreement to begin May 1, 2023, and a proposed new joint solid waste agreement to begin May 1, 2026.

New Joint Solid Waste Agreement (2026-2031)

- Aledo is included as a party to the new solid waste agreement.
- The new agreement begins May 1, 2026, for a five year initial term, with a five year automatic renewal, unless 180 days’ notice of non-renewal is provided.
- After the five year initial term, a city may terminate the agreement for convenience for that city on the annual anniversary date by giving at least 120 days’ notice to Republic.
- Residential garbage and recycling services will only be by polycart, with new automated side loader trucks. The cart rate will be included in the base rate.
- Republic is responsible to dispose of all collections at a TCEQ approved disposal facility [as the disposal agreement with Waste Management will have expired]. All provisions relating to the outside disposal fee are removed and are not part of this new agreement.
- The base rate in 2026 will be \$19.83 with a fixed 4% annual increase on May 1st of each year of the agreement.

- The provisions of the existing agreement with regard to free weekly commercial collection services to municipal facilities, and provision of three 30 yard roll off dumpsters for city events without charge, all remain in the new agreement.

Proposed Motion: to authorize the Mayor to a Joint Solid Waste Agreement with Republic Waste Services, entered into with the City of Hudson Oaks, Town of Annetta, Town of Annetta North, City of Aledo, City of Annetta South, and City of Willow Park effective May 1, 2026.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

New solid waste agreement to begin May 1, 2026

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	General

JOINT SOLID WASTE AGREEMENT

STATE OF TEXAS

COUNTY OF PARKER

KNOW ALL MEN BY THESE PRESENTS:

This Joint Solid Waste Agreement (“Agreement”) is entered into by the Town of Annetta, Texas (“Annetta”), the Town of Annetta North, Texas (“Annetta North”), the City of Aledo, Texas (“Aledo”), the City of Annetta South, Texas (“Annetta South”), the City of Hudson Oaks, Texas (“Hudson Oaks”), and the City of Willow Park, Texas (“Willow Park”), jointly referred hereto to as the “MUNICIPALITY”, each acting by and through its duly authorized Mayor and Republic Waste Services of Texas, Ltd., hereinafter called “CONTRACTOR”, acting by and through its duly authorized officer, do hereby covenant and agree as follows:

I. GRANT

- A. This Agreement shall commence on May 1, 2026 (the “Effective Date”).
- B. Each MUNICIPALITY hereby grants to CONTRACTOR an exclusive contract and franchise to engage in the business of collecting and disposing of Residential and Commercial Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials within the corporate limits of each MUNICIPALITY and, further hereby grants to CONTRACTOR permission to use the public streets, alleys, easements, and thoroughfares within the limits of each MUNICIPALITY for the purpose of collection and disposal of Garbage, Trash, Brush, Debris, C&D Debris, and Residential Recyclable Materials for a period of five (5) years beginning May 1, 2026 and terminating April 30, 2031 subject to the limitations, terms, and conditions hereinafter specified and contained in this Agreement. Unless all MUNICIPALITIES jointly, or CONTRACTOR, notifies the other in writing at least one hundred eighty (180) before the termination date of this Agreement of such party's election not to renew or extend this Agreement, then this Agreement shall be automatically renewed for an additional five (5) years upon the same terms and conditions as contained herein, and no new agreement need be entered into.

II. DEFINITIONS

Wherever used herein, the hereinafter-listed term shall have the following meanings:

- A. **Aledo**: The City of Aledo, Texas, a home rule municipality located in Parker County, Texas.
- B. **Annetta**: The Town of Annetta, Texas, a type A general law municipality located in Parker County, Texas.
- C. **Annetta North**: The Town of Annetta North, Texas, a type A general law municipality located in Parker County, Texas.

- D. **Annetta South:** The City of Annetta South, Texas, a type A general law municipality located in Parker County, Texas.
- E. **Brush:** Tree and shrub trimmings which are not easily placed in disposable containers.
- F. **Commercial:** Of or relating to any property or facility that generates solid waste during, or as a result of a business, and including any property that would otherwise be considered Residential property but which contains four (4) or more dwelling units.
- G. **Commercial Containers:** Metal containers supplied by CONTRACTOR affording capacity to service a customer so as to prevent spillage, unsightly and unsanitary conditions.
- H. **C&D Debris:** Dirt, concrete, rocks, bricks, lumber, plaster, sand or gravel, other waste building materials generally resulting from the construction or demolition processes.
- I. **Curbside Service:** Garbage, Trash, certain Brush and bulk material, and Recyclable Materials to be picked up by CONTRACTOR, which will be located at the curbside of the street bearing the customer's address.
- J. **Debris:** Automobile frames, dead trees, and other bulky heavy material not otherwise classified herein.
- K. **Disabled Customers:** A Residential household in which all members of the household are physically disabled to the extent that they are unable to place Garbage at curbside. The fact of such disability must be certified to CONTRACTOR by the Mayor of the MUNICIPALITY where the Disabled Customers are located.
- L. **Excluded Waste:** Excluded Waste means any and all solid waste which CONTRACTOR or any disposal facility is not authorized to accept for disposal pursuant to its permits and licenses, including without limitation, highly flammable substances, Hazardous Waste (as defined below), toxic substances, contaminants, infectious or medical wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of CONTRACTOR or the owner or operator of any such disposal facility, to be dangerous or threatening to the environment or the operations conducted at such disposal facility.
- M. **Fiscal Year:** Shall mean the Fiscal Year of each Municipality.
- N. **Garbage:** Refuse, animal or vegetable matter (as from a kitchen or food processing facility), metal (tin) cans, plastic or glass bottles, glass jars, plastic food containers, styrofoam, sacks, clothes, extinguished ashes, paper (not including heavy accumulations of newspapers and magazines) and any other household waste, which is damp or capable of emitting noxious odors.
- O. **Garbage Container:** Polycarts provided by CONTRACTOR.

- P. **Hazardous Waste:** Hazardous Waste is a form of Excluded Waste and is defined as any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic Hazardous Waste as defined by federal, state, provincial or local law or any otherwise regulated waste. Hazardous Waste shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other applicable federal, state or local laws or regulations.
- Q. **Hudson Oaks:** The City of Hudson Oaks, Texas, a type A general law municipality located in Parker County, Texas.
- R. **Municipal Disposal Location:** CONTRACTOR shall dispose all solid waste from each MUNICIPALITY pursuant to this Agreement at a permitted TCEQ facility.
- S. **Municipality:** Municipality shall mean the individual city or town where CONTRACTOR'S services are being provided, unless specified herein as requiring the unanimous joint action of all Municipalities who are parties to this Agreement.
- T. **Polycart:** A wheeled receptacle with a maximum capacity of ninety-six (96) gallons constructed of plastic designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. Ownership of Polycarts shall be retained by CONTRACTOR.
- U. **Recyclable Materials:** Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials and which materials may be sold for processing and use or reuse, including, but not limited to newsprint, magazines, paper items, plastic (PET and 1-IDPE), corrugated boxes, aluminum cans and metal (tin) cans, glass bottles and jars.
- V. **Recycling Container:** A Polycart provided by CONTRACTOR and designed for the purpose of curbside collection of recycling commodities, with maximum capacity of sixty-five (65) gallons.
- W. **Residential:** Relating to any property used primarily as a dwelling or dwellings, except where any one property contains four (4) or more dwelling units.
- X. **Single Stream Recycling:** A system in which all Recyclable Materials are collected all mingled together in a collection truck, instead of being sorted into separate commodities. Customers shall put all recyclable products into the Recycling Container.
- Y. **Trash:** All household refuse other than Garbage, Debris, Brush, household furniture and White Goods. Trash shall include grass, yard clippings, leaves, weeds, heavy accumulations of newspapers and magazines, old clothes and other household disposables of like kind, but shall not include Hazardous Waste.

- Z. **White Goods:** Items which utilize refrigerant such as, but not limited to, refrigerators or air conditioning units , provided that they have had the refrigerant removed and have been tagged by a licensed professional within TCEQ and EPA specifications.
- AA. **Willow Park:** The City of Willow Park, Texas, a type A general law municipality located in Parker County, Texas.

III. SOLID WASTE SERVICES

It shall be the duty and obligation of CONTRACTOR to perform the following solid waste services:

- A. CONTRACTOR agrees to furnish all trucks, equipment, machinery, tools, and labor at its own expense, to adequately, efficiently, and properly collect and dispose of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush from premises within the corporate limits of each MUNICIPALITY in a systematic, clean, healthful, and sanitary manner at the Municipal Disposal Location. As of the Effective Date, CONTRACTOR agrees to furnish all new automatic side loader (ASL) trucks for collection and disposal of Garbage, Trash, and Recyclable Materials under this Agreement; however, for Brush, Debris, and C&D Debris collection and disposal under this Agreement, CONTRACTOR may utilize its existing fleet. All collections from each MUNICIPALITY shall be disposed of at the Municipal Disposal Location. CONTRACTOR shall provide Curbside Services to Residential customers. All trucks, equipment, tools, and machinery used for handling materials and executing any part of the work shall be maintained in a satisfactory, safe, and efficient working condition. Any new trucks or equipment retired or replaced during the term of this Agreement shall be replaced with trucks or equipment less than five (5) years old at the time of replacement. CONTRACTOR's equipment shall be of a size and weight as to not violate any applicable laws, rules or regulations of any applicable governmental entity agency or authority or create damage to each MUNICIPALITY's streets and roadways, normal wear and tear excepted.
- B. All vehicles used by CONTRACTOR for the collection and transportation of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush shall be protected at all times while in transit to prevent leakage and the blowing or scattering of refuse onto the public streets of each MUNICIPALITY or properties adjacent thereto. Further, such vehicles shall be clearly marked with CONTRACTOR's telephone number and name in letters and numbers not less than four (4) inches in height. All collection equipment shall be washed and deodorized as necessary.
- C. CONTRACTOR agrees to establish daily routes and schedules for the collection of Garbage, Trash, Recyclable Materials, C&D Debris, and Brush as necessary to fulfill the requirements of this Agreement. Further, CONTRACTOR will utilize written route books for use in the collection of refuse from all Residential and Commercial customers. A copy of each route book currently in use by CONTRACTOR will be provided to each MUNICIPALITY upon request and updated monthly so that each MUNICIPALITY shall at all times have full knowledge of the designated route to be followed by CONTRACTOR.

Each MUNICIPALITY shall have the right to require alteration of service to any premises wherein unsightly or unsanitary conditions have resulted from inadequate containers or an insufficient number of collections, or inadequate service.

- D. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and services performed hereunder. CONTRACTOR shall provide reasonable protection to prevent loss or damage to both real and personal property and/or personal injury to persons, including but not limited to employees performing such work and all other persons who may be affected thereby.
- E. CONTRACTOR agrees to make Commercial Containers for Garbage and Trash storage available upon request by the owner or occupant of any premises within the corporate limits of each MUNICIPALITY. The Commercial Containers provided by CONTRACTOR shall be (I) equipped with suitable covers to prevent blowing or scattering of refuse while being transported for disposal of their contents, (II) maintained in good repair, appearance, and in a sanitary condition, and (III) clearly marked with CONTRACTOR's name and telephone number in letters not less than two (2) inches in height. For Commercial Container/dumpster enclosures with doors, CONTRACTOR must close the doors after each pick up and use caution not to damage the container/dumpster doors when the trucks make the pick up.
- F. Each Residential customer shall place Garbage and Trash in a CONTRACTOR provided Polycart at the curbside of the customer's address in a manner as to be easily accessible for collection. Each Residential customer shall keep all Garbage Containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render the contents inaccessible to insects, rodents, and other animals. Residential customers shall place solid waste at the curbside no earlier than twelve (12) hours prior to the scheduled collection day and not later than 7:00 a.m. on the scheduled collection day. CONTRACTOR shall properly place Polycarts back at the curbside after emptying.
- G. CONTRACTOR agrees to make two (2) Garbage and Trash collections each week for each Residential customer and each Commercial customer not utilizing or requiring Commercial Containers, and once per week residential recycling collection services, in accordance with the following schedule:

Municipality	Solid Waste Services	Recycling Services
Aledo	Monday & Thursday	Monday
Annetta	Monday & Thursday	Monday
Annetta North	Monday & Thursday	Monday
Annetta South	Tuesday & Friday	Friday
Hudson Oaks	Monday & Thursday	Thursday
Willow Park	Tuesday & Friday	Tuesday

Hours of service shall be from 7:00 am to 6:00 pm for Residential and Commercial customers, except when unusual circumstances require CONTRACTOR to provide collection services outside the prescribed collection times. CONTRACTOR shall notify

any affected MUNICIPALITY in the event collections times require changing as described in the immediately preceding sentence. No collections will be made on Sundays. CONTRACTOR shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. CONTRACTOR shall continue with its other regularly scheduled collections during such holiday weeks. Subsequent to a holiday exempt from collection, customers shall be entitled to place for collection up to double the amount of permissible waste specified in this Agreement to make up for the missed collection on the exempt holiday.

- H. CONTRACTOR shall make reusable Polycarts available to all Residential customers for Curbside Service at an additional monthly fee as specified on Attachment "A", incorporated herein by reference.
- I. On each scheduled collection day, CONTRACTOR shall also provide curbside collection services for Brush/bulky items normally generated from a Residential unit, provided they are properly prepared and stored for collection. Vines, thorny bushes, grass, shrubbery cuttings, leaves, and other material accumulated as the result of yard/lawn care, shall be placed in disposable containers. Tree limbs, Brush, and bulky waste which cannot be placed into disposable containers shall be cut into lengths not to exceed four (4) feet, tied in bundles not to exceed fifty (50) pounds each, and stacked at the curbside. Such small bulky waste shall be presented in a manner that allows for easy handling by CONTRACTOR. Residential customers are limited to two (2) cubic yards of Brush/bulky items per scheduled collection day. C&D Debris shall be included in such curbside collection service for Brush/bulky items provided it meets the bundling and cubic yard requirements above. White Goods are included in such Brush/bulky item collection service. Excluded Waste and Hazardous Waste are not included in such Brush/bulky item collection service.
- J. CONTRACTOR agrees to provide carry-out service as described in this section for Disabled Customers at the curbside rate for a Residential household. The fact of such disability must be certified to CONTRACTOR by the MUNICIPALITY where the Disabled Customer is located in accordance with the definition of "disabled customer." The Garbage, Trash, and Recycling Material shall be placed in disposable containers in front of the building facing the street in such a manner clearly visible from the street as to be accessible to CONTRACTOR without entering a gate or fenced area.
- K. CONTRACTOR is granted the exclusive right within the city limits of each MUNICIPALITY to collect and dispose of C&D Debris. CONTRACTOR shall provide such service as requested by any resident, Commercial, industrial or institutional customers on the terms and conditions negotiated between CONTRACTOR and such customer, subject to the limitation on rates established by this Agreement. Residents of each MUNICIPALITY may, however, dispose of C&D Debris at any county-wide, county-sponsored, or MUNICIPALITY-sponsored clean up event.
- L. CONTRACTOR, its agents, servants, and employees shall perform all services under this Agreement in a courteous, competent, and professional manner. During the term of this

Agreement and any extension thereof, CONTRACTOR shall be responsible for the actions of its agents, servants, and employees while such agents, servants, and employees are acting within the scope of their employment or agency.

- M. Any notices given or required to be given by CONTRACTOR to customers relating to any services provided hereunder, specifically including but not limited to changes in service dates or times, shall be provided in both the Weatherford Democrat and Community News newspapers.

IV. RATES

- A. **Base Rates:** Each MUNICIPALITY and CONTRACTOR agree that the initial monthly rate for Residential service, C&D Debris, and Commercial service shall be at the base rates as set forth in Attachment "A", incorporated herein by reference. CONTRACTOR shall maintain all base rates until May 1, 2027.
- B. **Fixed Base Rate Escalation:** CONTRACTOR shall be allowed an annual increase in the base rates set forth in Attachment "A" effective May 1st of each year in the fixed amount of a four percent (4%) increase.
- C. **Discretionary Rate Adjustment:** In addition to the fixed base rate adjustment provided above, at any time after the first twenty-four (24) months of the term of this Agreement, CONTRACTOR may petition each MUNICIPALITY for additional rate and price adjustments at reasonable times on the basis of material and unusual changes in its cost of operations (herein defined to be at least a documented ten percent (10%) increase in operational costs as compared to the previous twenty-four (24) months) due to, or directly resulting from, ad valorem taxes, governmental fees or regulations or revised federal, state, or local laws, ordinances, or regulations. At the time of any such petition, CONTRACTOR shall provide each MUNICIPALITY with documentation and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. Each MUNICIPALITY shall have the right, in its sole discretion, to determine the necessity of such a request for a change in rates. The Council of each MUNICIPALITY must approve such discretionary rate adjustment for the adjustment to be effective in any MUNICIPALITY.
- D. **Storm Debris Management Program:** In the event of significantly increased volumes of Brush, Garbage, and Debris resulting from a tornado, severe winds, a severe storm, or other catastrophic event or natural disaster, CONTRACTOR will provide, at any MUNICIPALITY's request, assistance to the residents of such MUNICIPALITY in the disposal of such storm Debris, allowing residents to rid their property of fallen trees, Brush, etc. without having to schedule a special estimate by CONTRACTOR. CONTRACTOR will provide this service to MUNICIPALITY residents at the rate specified in Attachment "A", incorporated herein by reference.
- E. **Free Services:** CONTRACTOR agrees to provide weekly Garbage service and recycling services, at each MUNICIPALITIES' facilities (including but not limited to the town/city

hall, fire stations, police stations, libraries, recreational/community centers, animal control facilities, public works buildings, etc.) without charge. The collection of such materials shall not include large amounts of C&D Debris or waste resulting from public works activities, nor shall it include sludge removal from any wastewater treatment plant. Additionally, CONTRACTOR agrees to provide up to three (3) thirty (30) cubic yard roll-off containers per year per MUNICIPALITY at sites designated by each MUNICIPALITY for use in MUNICIPALITY special events or clean up events. Such roll-off containers can be utilized all at one (1) event, or in any combination, up to one (1) roll-off container for three (3) separate events per year. Such roll-off container service shall be free to each MUNICIPALITY and shall include any deposit, rental, delivery, pick up, hauling and disposal. The dates for each MUNICIPALITY event shall be coordinated with CONTRACTOR at least two (2) weeks prior to the event.

**V.
BILLING AND FRANCHISE FEES**

A. Aledo, Hudson Oaks, and Willow Park:

1. **Customer Billing:** Aledo, Hudson Oaks and Willow Park agree to bill all Residential customers served by CONTRACTOR, and each is hereby designated as the billing and collection agent for all Residential services provided hereunder. CONTRACTOR agrees to bill and collect from all Commercial, industrial and institutional customers served by CONTRACTOR.
2. **Payment to Contractor:** Aledo, Hudson Oaks and Willow Park each agree to forward to CONTRACTOR all payments received by such MUNICIPALITY on or before the fifteenth (15th) day of each month for services rendered to Residential customers during the preceding month.
3. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Aledo, Hudson, Oaks and Willow Park a franchise fee of twelve percent (12%) on all Residential and Commercial billings. Such franchise fee remittance shall be made by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise fee payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Aledo, Hudson Oaks, and Willow Park shall accrue from and after the payment due date at the highest rate permitted by law.

B. Annetta, Annetta North, and Annetta South:

1. **Customer Billing:** In Annetta, Annetta North, and Annetta South, CONTRACTOR agrees to bill and collect for all Residential services provided

hereunder, and for all Commercial, industrial and institutional customers served by CONTRACTOR.

2. **Franchise Fee:** For and in consideration of such MUNICIPALITIES granting CONTRACTOR an exclusive franchise within the MUNICIPALITY limits for Residential and Commercial Garbage collection, and for normal wear and tear on the street surfaces for the collection and transportation of such solid waste, CONTRACTOR hereby agrees to pay Annetta, Annetta North and Annetta South a franchise fee of twelve percent (12%) on all Commercial and Residential billings, calculated on the basis of gross billings within such MUNICIPALITY. Such franchise fee remittance shall be made by CONTRACTOR to Annetta, Annetta North, and Annetta South on or before the fifteenth (15th) day of each month (for the immediately preceding month's service). CONTRACTOR shall provide with each franchise payment the address associated with all gross billings for these MUNICIPALITIES. Interest on all unpaid amounts owing by CONTRACTOR to Annetta, Annetta North, and Annetta South shall accrue from and after the payment due date at the highest rate permitted by law.

C. **Franchise Fee Amendment:**

1. Said franchise fee does not relieve CONTRACTOR of liability for specific damage to streets, signs, drainage ways, concrete appurtenances, and other public or private property caused by CONTRACTOR. All repairs for damage caused by CONTRACTOR shall be made so that the final product is in equal or better condition than before the damage.
2. Any MUNICIPALITY may amend the amount of the franchise fee applicable in such MUNICIPALITY at any time by resolution adopted by the Council of such MUNICIPALITY. The change in franchise fee shall be effective with the next billing cycle if at least fifteen (15) days notice of the amendment has been provided to CONTRACTOR.

- D. **Bad Debt:** No MUNICIPALITY shall be responsible for the collection of "bad debt" or uncollectable accounts relating to any amounts billed by CONTRACTOR to Residential, Commercial, or industrial customers served by CONTRACTOR. Notwithstanding anything to the contrary contained in this Agreement, CONTRACTOR may, in its discretion, discontinue service to any Residential, Commercial, or industrial customer that does not pay the full amount set forth herein for the services provided hereunder within thirty (30) days of the date of any invoice delivered to such customer. CONTRACTOR shall re-establish service to such customer once the customer's account has been paid in full.

- E. **Sales Tax:** Applicable sales taxes shall be included on all billing for services provided hereunder.

VI. SPILLAGE

- A. CONTRACTOR will not be required to clean up or collect loose Residential refuse not created by its operation, but shall report the location of such conditions to the MUNICIPALITY when the spillage is located so that proper notice can be given to the occupant of the residence to properly contain such refuse. Spillage or excess refuse shall be picked up by CONTRACTOR after the customer reloads the containers.
- B. In the case of Commercial customers, CONTRACTOR shall be entitled to an extra collection charge for each reloaded Commercial Container requiring an extra collection.
- C. Should such Commercial spillage continue to occur, such MUNICIPALITY shall require the Commercial customer and CONTRACTOR to increase the frequency of collection of such customer's refuse, or require the customer to utilize a Commercial Container with a larger capacity, and CONTRACTOR shall be compensated for such additional services.
- D. CONTRACTOR shall immediately pick up any spillage created or caused by CONTRACTOR or its employees. A fork, push broom, and a scoop-type shovel shall be maintained on each truck for clean up activities.

VII. RECYCLING SERVICES

- A. In addition to the solid waste collection services set forth in this Agreement, CONTRACTOR agrees to provide Single Stream Recycling collection services for each MUNICIPALITY. The rates for such recycling services are set forth in Attachment "A." incorporated herein by reference.
- B. Residential customers and MUNICIPALITY facilities shall place Recycling Containers for once a week curbside recycling service on the collection date specified in Section III. G. All Recyclable Materials must be placed in the Recycling Container with lid closed. Hours of service shall be from 7:00 a.m. to 6:00 p.m. on the day of collection. Customers shall place Recycling Containers curbside by 7:00 a.m. on the collection day, and no earlier than twelve (12) hours before the collection day. Customers shall not mix Recyclable Materials with non-Recyclable Materials or other solid waste.
- C. CONTRACTOR agrees that all recyclable material collected will be disposed of at a certified recycling facility/center approved by each MUNICIPALITY and shall not be disposed of with other solid waste or at any landfill.
- D. CONTRACTOR agrees to assist each MUNICIPALITY in educating customers on the recycling process and which items are acceptable Recyclable Materials. At a minimum, CONTRACTOR agrees to distribute marketing materials before recycling services begin and once per year explaining the recycling program to all Residential customers in each MUNICIPALITY.

VIII. CUSTOMER SERVICE

- A. **Customer Service Number:** CONTRACTOR agrees to maintain a toll free telephone number for the purpose of handling complaints and other calls regarding the collection service provided by CONTRACTOR. CONTRACTOR agrees to secure an annual listing in the appropriate telephone directory under the name by which it conducts business in the community. CONTRACTOR agrees to keep said phones available for calls from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 2:00 p.m. Saturday, excluding legal holidays, and to keep said phone staffed with sufficient competent personnel to handle calls and inquiries during the above mentioned hours. CONTRACTOR shall maintain a daily log of all service calls, complaints, inquiries and the action taken thereon. A copy of the log shall be sent to each MUNICIPALITY each month, within fifteen (15) days after the end of each month.
- B. **Records and Reports:** The following records and reports shall be filed monthly by the fifteenth (15th) day with each MUNICIPALITY:
1. CONTRACTOR will provide a monthly report on tonnage of Garbage, Trash, C&D Debris, and Brush deposited at the Municipal Disposal Location from each MUNICIPALITY. The report will include a breakdown of how much is from Residential customers, Commercial/industrial customers, MUNICIPALITY facilities, and landfill days. CONTRACTOR will also provide a monthly report on tonnage of Recyclable Material collected from each MUNICIPALITY.
 2. Monthly reports of the results of all complaints received and the response and action taken by CONTRACTOR.
 3. A monthly listing of all Residential and Commercial accounts served. This list shall include customers name, address, frequency of pickup, size of container or type of service and charges for same.
 4. CONTRACTOR shall provide monthly customer service reports which detail calls received, nature of calls, response times, etc.
- C. **Managing Agent:** Throughout the term of this Agreement, CONTRACTOR shall establish and maintain an authorized Managing Agent and shall designate in writing to each MUNICIPALITY the name, telephone number, and address of such agent to whom all notices may be served by each MUNICIPALITY of complaints received from citizens of the MUNICIPALITY.
- D. **Service Complaints:** All service complaints shall be directed to CONTRACTOR and shall be resolved by the end of the next business day. The MUNICIPALITY shall notify CONTRACTOR of each complaint reported to the MUNICIPALITY in order for CONTRACTOR to take whatever reasonable steps are necessary to remedy the cause of the complaint. When a complaint is received on the day preceding a holiday or a weekend, it shall be serviced on the next working day. CONTRACTOR shall provide such

MUNICIPALITY with an explanation of the disposition of any service complaint in its monthly report as specified above.

- E. **Notification of Procedures:** CONTRACTOR shall notify all customers about procedures, rules and regulations, and days of collection on an annual basis and whenever there is a change in service, days of collection, procedures, etc. Notice is to be in the form of printed matter distributed by CONTRACTOR to all premises served by CONTRACTOR at least thirty (30) days prior to any change in the procedures, rules and regulations, days of collection, service, etc. Such notice must be approved by each MUNICIPALITY prior to distribution, such approval to not be unreasonably withheld, conditioned or delayed.
- F. **Dangerous Animals:** Employees of CONTRACTOR shall not be required to expose themselves to the danger of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but CONTRACTOR shall immediately notify the particular MUNICIPALITY, in writing, of such condition and of CONTRACTOR'S inability to make collection.
- G. **Hazardous Weather:** CONTRACTOR may cancel a portion or all of a scheduled service day due to hazardous weather conditions and shall notify each MUNICIPALITY, in writing, of such cancellation.

IX. NON-COLLECTION

- A. Should a dispute arise between any MUNICIPALITY, CONTRACTOR, and/or a customer as to whether CONTRACTOR failed to make a collection (whether CONTRACTOR missed a pickup) the decision of the City Administrator or City Manager of the MUNICIPALITY (or the Mayor if the MUNICIPALITY does not have a City Administrator or City Manager) on such matters shall be final and the MUNICIPALITY and CONTRACTOR agrees to abide by said decision. However, it is understood and agreed by and between each MUNICIPALITY and CONTRACTOR that if any customer fails to timely place Brush, Garbage, and Trash out, maintains improper or inadequate containers for the nature, volume or weight of Garbage and Trash to be removed from premises, or places improper bundles or volumes of Brush for collection, CONTRACTOR may refrain from collecting all or a portion of such Brush, Garbage, and Trash and shall notify the particular MUNICIPALITY of the reason for such non-collection.
- B. CONTRACTOR shall also provide notice to the customer of the reason for such non-collection (unless such non-collection is the result of the customer's failure to timely place the Garbage, Trash, Brush, C&D Debris, or Recyclable Material or containers out for collection). CONTRACTOR's notice to the customer shall be in writing, attached to the container or the front door of the residence or Commercial business, and shall indicate the nature of the violation and the correction required in order that such Garbage may then be collected at the next regular collection date. When a MUNICIPALITY is notified by a customer that Garbage, Trash, Brush, C&D Debris, or Recyclable Material has not been removed from said customer's premises on the scheduled collection day, and where neither notice of non-collection nor a change in collection schedule has been received from

CONTRACTOR, the MUNICIPALITY shall investigate. If the investigation disclosed that CONTRACTOR has failed to collect Garbage, Trash, Brush, C&D Debris, or Recyclable Material from the subject premises without cause, CONTRACTOR shall collect same within twelve (12) hours after being so instructed by the MUNICIPALITY, at no additional charge.

X. TERMINATION

- A. **Breach by CONTRACTOR:** In the event of an alleged breach by CONTRACTOR of the terms, covenants, or provisions herein contained, a MUNICIPALITY shall notify CONTRACTOR in writing of such alleged breach and if same is not resolved within five (5) business days from such notice, the MUNICIPALITY may, upon a determination (at a hearing as described herein) that a breach has occurred and is continuing, terminate this Agreement as to that MUNICIPALITY. Notwithstanding the above, if CONTRACTOR has diligently pursued resolution of a reported breach and said breach has not been cured within the five (5) business day cure period, then the MUNICIPALITY will continue to allow CONTRACTOR to diligently pursue the actions necessary to cure the breach for the first to occur of twenty-five (25) additional business days, or the breach is cured. The hearing prerequisite to such termination shall not be held until notice of such hearing has been given to CONTRACTOR as required by this Agreement, and a period of at least ten (10) days has elapsed since the mailing of delivery of such notice. The notice shall specify the time and place of the hearing and shall include the alleged reasons for termination of this Agreement.

The hearing shall be conducted in public by the Council of the MUNICIPALITY and CONTRACTOR shall be allowed to be present and shall be given full opportunity to respond and defend against such charges and allegations as set out against it in the notice. If, after the hearing is concluded, the Council shall determine that a breach of the terms, covenants, or provisions of this Agreement, as set forth in the notice has occurred, it may terminate this Agreement as to that MUNICIPALITY and the same shall be null and void. This Agreement may, at the option of any MUNICIPALITY, be terminated in the event of the bankruptcy, receivership, or a general assignment for the benefit of creditors by CONTRACTOR. A breach by CONTRACTOR as to any individual MUNICIPALITY may only result in a termination of this Agreement as to that MUNICIPALITY, and this Agreement shall remain in full force and effect as to each other MUNICIPALITY.

- B. **Breach by MUNICIPALITY:** In the event of an alleged breach by any MUNICIPALITY of the terms, covenants or provisions contained herein, CONTRACTOR shall notify such MUNICIPALITY in writing of such alleged breach and if same is not cured within thirty (30) days from such notice, CONTRACTOR may revoke or cancel this Agreement as to such MUNICIPALITY, and no other MUNICIPALITY shall be liable for such breach. A termination by CONTRACTOR as to one MUNICIPALITY shall not effect a termination as to any other MUNICIPALITY.
- C. **Termination for Convenience:** After the initial five (5) year term of this Agreement, all MUNICIPALITIES jointly may terminate this Agreement without cause upon the annual

anniversary of this Agreement (May 1st) by providing at least one hundred and twenty (120) days written notice to CONTRACTOR before the annual anniversary date.

XI. INDEMNIFICATION AND INSURANCE

- A. **Indemnification:** CONTRACTOR ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND HEREBY COVENANTS AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS, AND DEFEND EACH MUNICIPALITY, ITS OFFICERS, AGENTS, ELECTED OFFICIALS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, ASSESSMENTS, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS) FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH THE NEGLIGENT PERFORMANCE, ATTEMPTED PERFORMANCE OR NON-PERFORMANCE OF THE WORK AND SERVICES DESCRIBED HEREUNDER OR IN ANY WAY RESULTING FROM OR ARISING OUT OF THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF BRUSH, C&D DEBRIS, DEBRIS, GARBAGE, TRASH, SOLID WASTE, REFUSE, OR RECYCLABLE MATERIALS UNDER THIS AGREEMENT, INCLUDING THE WORK, SERVICES, OPERATIONS, AND LEGAL DUTIES OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, IF ANY. IN THE EVENT OF JOINT AND CONCURRENT RESPONSIBILITY OF CONTRACTOR AND ANY MUNICIPALITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE TEXAS LAW, WITHOUT WAIVING ANY DEFENSE OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY PERSON.

CONTRACTOR SHALL LIKEWISE ASSUME ALL RESPONSIBILITY AND LIABILITY FOR AND SHALL INDEMNIFY AND HOLD HARMLESS EACH MUNICIPALITY FOR ANY AND ALL INJURY OR DAMAGE TO MUNICIPALITY PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL ACTS OR OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, OR INVITEES, INCLUDING WITHOUT LIMITATION, REASONABLE FEES AND EXPENSES OF ATTORNEYS, EXPERT WITNESSES AND OTHER CONSULTANTS, EXPENDED BY A MUNICIPALITY IN ANY SUIT OR CLAIM AGAINST CONTRACTOR.

- B. **Insurance:** CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained all the insurance required under this Agreement, certificates evidencing such coverage are received by each MUNICIPALITY, and such insurance has been approved by each MUNICIPALITY. CONTRACTOR shall be responsible for

delivering to each MUNICIPALITY CONTRACTOR's certificate of insurance for approval. The failure by CONTRACTOR to keep in full force and effect any insurance required by this Agreement shall be deemed a breach of this Agreement.

CONTRACTOR agrees to carry the following types of insurance at all times while this Agreement is in effect, and agrees that each policy shall contain a provision that coverage will not be cancelled until at least thirty (30) days' prior written notice has been given to each MUNICIPALITY:

1. Workers compensation insurance in the statutory amounts required by the State of Texas covering all employees engaged in any operations covered by this Agreement.
2. Automobile Liability - \$1,000,000 Single Limit, bodily injury and property damage combined.
3. General Liability - \$5,000,000 Single Limit, bodily injury and property damage combined.
4. Excess Umbrella Liability - \$5,000,000 per occurrence.

Such policies of insurance shall be issued by companies authorized to do business in the State of Texas, and each MUNICIPALITY, its officers, agents, elected officials, and employees shall be named as an additional insured on all such policies except workers compensation.

XII. HAZARDOUS WASTE

CONTRACTOR shall not be required to collect or dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic or volatile material, or other Hazardous Waste or Excluded Waste from any Commercial or Residential customer. Title to Garbage, Trash, Brush, C&D Debris, and Recyclable Material shall pass to CONTRACTOR when placed in CONTRACTOR's collection vehicle. Title to and liability for any Excluded Waste shall remain with the generator or depositor of such waste and shall at no time pass to CONTRACTOR. Should CONTRACTOR elect to dispose of such materials, CONTRACTOR shall take such steps and precautions as are required by the applicable laws governing disposal of such material. If Excluded Waste is discovered before it is collected by CONTRACTOR, CONTRACTOR may refuse to collect the entire container of waste. In such situations, CONTRACTOR shall contact the MUNICIPALITY and the MUNICIPALITY shall undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the waste. In the event that any Excluded Waste is not discovered by CONTRACTOR before it is collected, CONTRACTOR may, in its sole discretion, remove, transport and dispose of such Excluded Waste at a location authorized to accept such Excluded Waste in accordance with all applicable laws and charge the depositor or generator of such Excluded Waste all direct and indirect costs incurred due to removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The MUNICIPALITY shall provide reasonable assistance to CONTRACTOR to conduct an

investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by CONTRACTOR in connection with such Excluded Waste. Subject to the MUNICIPALITY providing such reasonable assistance to CONTRACTOR, CONTRACTOR shall release the MUNICIPALITY from any liability for any such costs incurred by CONTRACTOR in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the MUNICIPALITY.

XIII. MISCELLANEOUS

- A. **Compliance with Laws:** CONTRACTOR hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act and rules, regulations orders and decrees of the Texas Department of Health, the Texas Commission on Environmental Quality and the United States Environmental Protection Agency. **CONTRACTOR shall indemnify and hold harmless each MUNICIPALITY, its officers, agents, elected officials, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, order, or decree, whether such violation was by CONTRACTOR, its officers, agents, servants, employees, subcontractors, licensees, or invitees.**
- B. **Inspection of Performance:** Each MUNICIPALITY may inspect CONTRACTOR's operations, equipment, and performance at any reasonable time and CONTRACTOR shall furnish each MUNICIPALITY with reasonable opportunity to inspect CONTRACTOR's operations or equipment, or to otherwise ascertain whether or not the work is being performed in accordance with the requirements of this Agreement.
- C. **Multiple Originals:** This Agreement may be executed in multiple counterparts, each of which shall be deemed for all purposes to be an original, and all of which are identical.
- D. **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.
- E. **Successors, Assigns and Assignment:** All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto. This Agreement may not be assigned or sublet by CONTRACTOR without the prior written consent of all MUNICIPALITIES jointly.
- F. **Notices:** All notices and statements required or permitted to be given, and all payments to be made hereunder, shall be given or made in writing at the respective addresses of the parties as set forth on the signature page hereof, unless notification of a change of address is given to all other parties in writing. The date of receipt of any such notice shall be deemed the date the notice or statement is deposited with the U.S. Postal Service via certified U.S. mail, return receipt requested, postage prepaid.

- G. **Governmental Powers and Immunity:** It is understood and agreed that by execution of this Agreement, no MUNICIPALITY waives or surrenders any of its governmental powers, or sovereign immunity.
- H. **Taxes:** CONTRACTOR shall pay all federal, state, and local taxes including sales tax, social security, worker's compensation, unemployment insurance, and any and all other required taxes which may be chargeable against labor, material, equipment, real estate, and any other items necessary to and in CONTRACTOR's performance of this Agreement.
- I. **Licenses, Permits, and Fees:** CONTRACTOR agrees to obtain and pay for all licenses, permits, certificates, inspections, and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. CONTRACTOR shall also pay, at CONTRACTOR's own expense, all disposal fees associated with the collection, removal, and disposal of solid waste under this Agreement; provided, however, CONTRACTOR shall have the right to seek discretionary rate adjustments as specifically set forth in Section IV.C. of this Agreement.
- J. **Savings Provision:** In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.
- K. **Audit:** Either CONTRACTOR or any MUNICIPALITY may request an audit of all account records by the MUNICIPALITY's or CONTRACTOR's outside, independent audit firm then engaged by the MUNICIPALITY or, as applicable, CONTRACTOR at the time of the request. Such audit shall be at the expense of the party requesting same. Further, documentation of billings will be provided to the MUNICIPALITY or CONTRACTOR upon request by the other party.
- L. **Force Majeure:** The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, strikes, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.
- M. **Attorneys Fees:** The prevailing party in any suit, action or proceeding arising out of or involving the enforcement, interpretation or application of this Agreement shall be entitled to recover all reasonable attorneys' fees incurred in connection with such action, suit or proceeding, in accordance with Section 271.159 of the Texas Local Government Code.
- N. **Governing Law and Venue:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue shall lie in Parker County, Texas.

- O. **Favored Nations:** If, after the Effective Date of this Agreement, CONTRACTOR enters into a new solid waste agreement or renews an existing solid waste agreement with any MUNICIPALITY or another municipality in Parker County, Texas under different or more favorable rates or terms than set forth herein, each MUNICIPALITY shall have the option to amend this AGREEMENT to provide the same rates or terms with respect to solid waste collection in the MUNICIPALITY. Such renewal or new solid waste agreement must be of reasonably similar services in terms of percentages of residential and commercial service, free services, and franchise fees.
- P. **Non-appropriation:** If the governing body of any MUNICIPALITY fails to specifically appropriate sufficient funds to make the payments due in any Fiscal Year and no such appropriation is legally made within two (2) weeks after demand by CONTRACTOR, an event of non-appropriation will have occurred, and such MUNICIPALITY may terminate this Agreement as of the current Fiscal Year. Nothing in this Agreement will be deemed in any way to obligate any MUNICIPALITY or create a debt of the MUNICIPALITY beyond its current Fiscal Year. CONTRACTOR has no right to compel any MUNICIPALITY to levy or collect taxes, to make any payments required hereunder, or to expend funds beyond the amount provided for in the then current Fiscal Year of the MUNICIPALITY.
- Q. **Performance Bond:** CONTRACTOR agrees that upon the execution of this Agreement and before beginning work, it shall make, execute, and deliver to each MUNICIPALITY a good and sufficient surety bond in a form furnished or approved by the MUNICIPALITY, to secure the faithful performance of the terms and conditions herein. Such bond shall cover each MUNICIPALITY and be in the total amount of One Hundred Thousand Dollars (\$100,000). The surety shall be a surety company duly authorized to do business in the State of Texas, and be approved by the MUNICIPALITY.
- R. **Independent Contractor:** It is expressly agreed and understood that CONTRACTOR is in all respects an independent contractor as to the work, duties, and rights granted herein, and that neither CONTRACTOR nor any person performing any of the work covered under this Agreement is in any respect an agent, servant, officer, or employer of any MUNICIPALITY. This Agreement specifies the work to be done by CONTRACTOR, but the method to be employed to accomplish this work shall be the exclusive responsibility of CONTRACTOR, and under CONTRACTOR's exclusive right of control. The doctrine of *respondent superior* shall not apply between any MUNICIPALITY and CONTRACTOR, or any of CONTRACTOR's agents, servants, employees, or subcontractor's and nothing herein shall be construed as creating a partnership or joint enterprise between any MUNICIPALITY and CONTRACTOR.
- S. **Judicial Interpretation:** Each MUNICIPALITY and CONTRACTOR agree that if any term or provision of this Agreement is submitted to a court for judicial interpretation, that such court shall not apply the presumption resulting from the rule of construction that a document or its contents is to be construed against the person or entity who prepared the same.
- T. **Immunity:** CONTRACTOR stipulates that each MUNICIPALITY is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability

under the Constitution and laws of the State of Texas. By entering into this Agreement, no MUNICIPALITY waives any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

U. **No Third Party Beneficiaries:** This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed to confer any rights, remedies or right of action upon any person or entity other than the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, indicated below.

REPUBLIC WASTE SERVICES OF TEXAS, LTD.

By: _____

Its: _____

Dated: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the _____ of Republic Waste Services of Texas, Ltd., and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such entity for the purposes and consideration therein expressed, and in the capacity therein stated.

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

CITY OF ALEDO, TEXAS

By: _____
Nick Stanley, Mayor

Dated: _____

Attest:

City Secretary

TOWN OF ANNETTA, TEXAS

By: _____
Sandy Roberts, Mayor

Dated: _____

Attest:

Town Secretary

TOWN OF ANNETTA NORTH, TEXAS

By: _____
Robert Schmidt, Mayor

Dated: _____

Attest:

Town Secretary

CITY OF ANNETTA SOUTH, TEXAS

By: _____
Charles Marsh, Mayor

Dated: _____

Attest:

City Secretary

CITY OF HUDSON OAKS, TEXAS

By: _____
Tom Fitzpatrick, Mayor

Dated: _____

Attest:

City Secretary

CITY OF WILLOW PARK, TEXAS

By: _____
Doyle Moss, Mayor

Dated: _____

Attest:

City Secretary

ATTACHMENT A



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Police	Presented By: Sergeant Jaclin Ramirez
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AGENDA ITEM

To allow for the implementation of STEP grant – Click It or Ticket

BACKGROUND:

Click It or Ticket

The purpose of this grant is to increase occupant restraint use in all passenger vehicles and trucks.

- ▶ Conduct high-visibility saturation patrols within the Enforcement Zone(s)
- ▶ Perform media campaigns and community education events
- ▶ Increase enforcement of traffic safety-related laws regarding the use of safety belts
- ▶ Increase public education and information campaigns
- ▶ In 2021, there was a 14% increase from 2020, in the number of fatalities involving not wearing a seat belt.
- ▶ Our agency worked one (1) fatality crash in December 2022, where speed and no seatbelt were factors.
- ▶ This program has saved (statewide) over 6,972 lives, prevented more than 120,000 serious bodily injuries, and saved Texas more than \$26.3 billion in related economic costs, since its inception 20 years ago.
- ▶ Our goal is to reduce the number of injuries and fatalities to children and adults
- ▶ Enforcement waves: May 22 – June 4, 2023

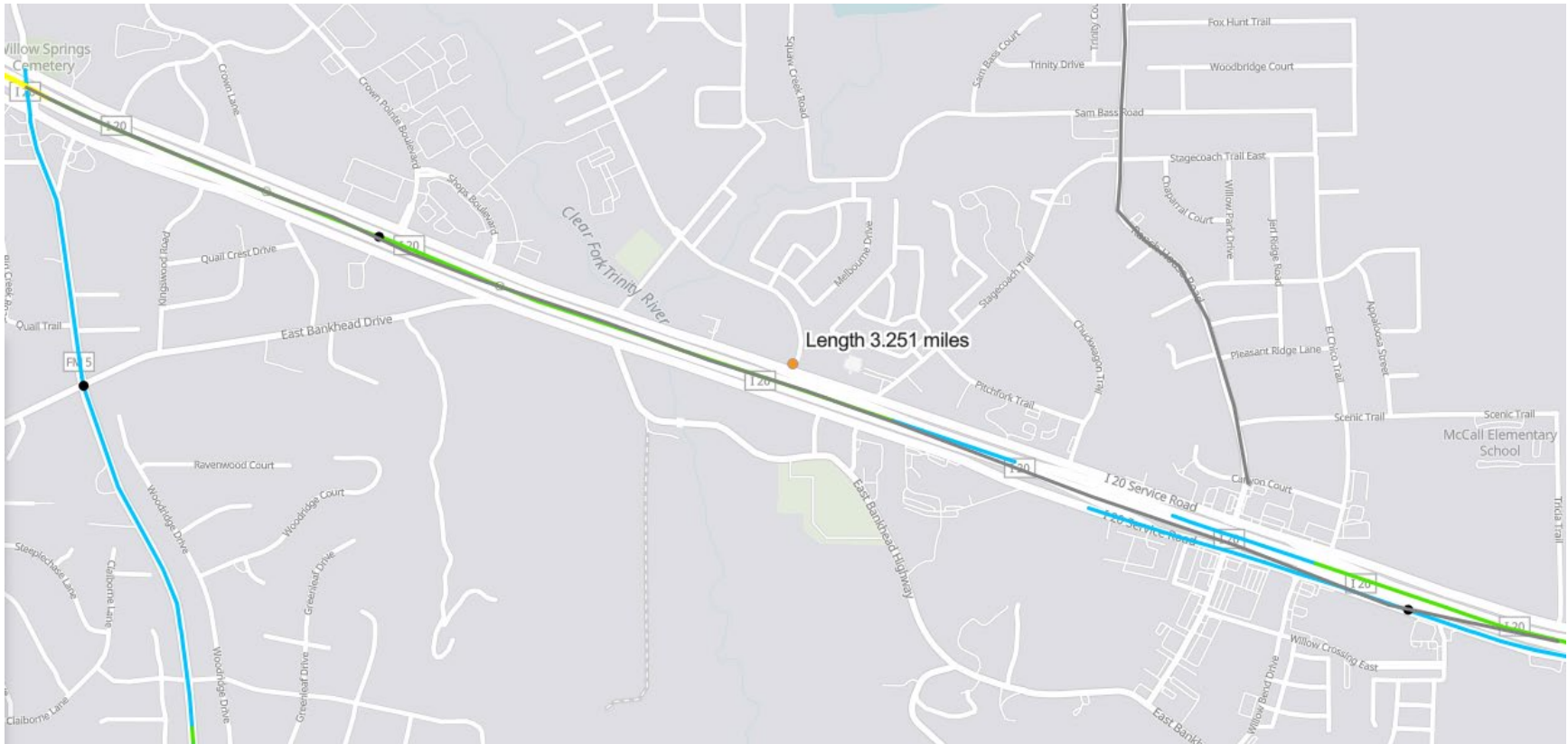
STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approval of STEP - Click It or Ticket and Operation Slow Down e-Grants

EXHIBITS:

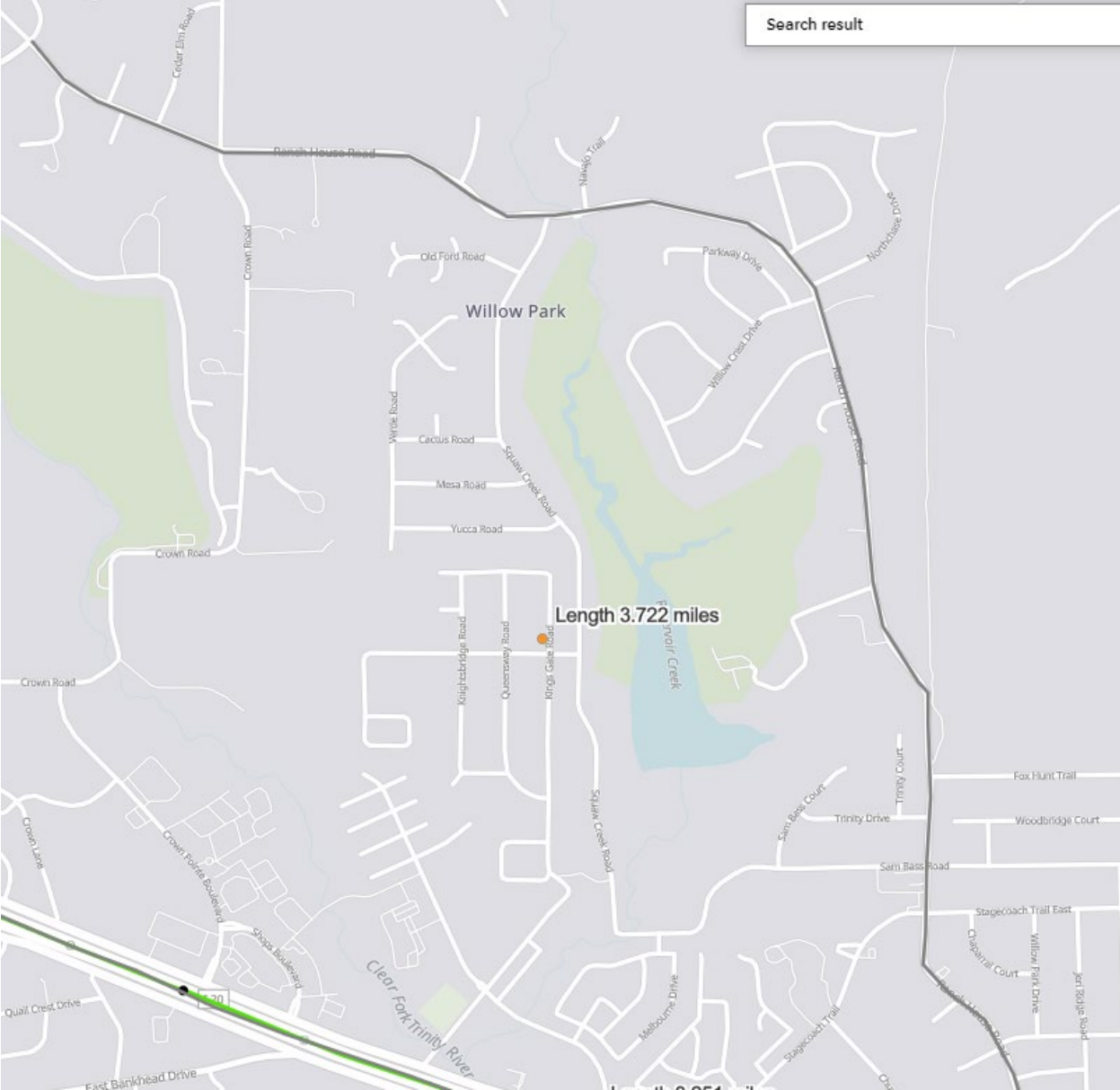
STEP – Click It or Ticket packet (includes budget summary and zone map[s]).

ADDITIONAL INFO: Grant Match is a 79.27% / 20.73% split Grant funding requested to be awarded by TxDOT: \$3,000 TxDOT Match: Up to \$2,997.60 City Match: Up to \$783.94	FINANCIAL INFO:	
	Cost	Up to \$783.94
	Source of Funding	General



Zone 1 Description

I20 from west boundary of 120 at Mikus Road/FM 5 to west boundary of I20 at Tricia Trail
This zone will include frontage / access roads.



Zone 2 Description

Ranch House Road north to south
Northern boundary Ranch House road at Vista Drive Southern boundary Ranch House Road at Canyon Court

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: City of Willow Park Police Department

Legal Name: City of Willow Park

Payee Identification Number: 17517904318058

Project Title:

ID: 2023-WillowParkPD-CIOT-00040

Period: 05/19/2023 to 06/07/2023

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 first year.

PROPOSING AGENCY AUTHENTICATION

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

Name Daniel Franklin
Title Interim Chief of Police
Address 101 W Stagecoach Trail
City Willow Park
State Texas
Zip Code 76087
Phone Number 817-566-8831 (xxx-xxx-xxxx)
Fax Number (xxx-xxx-xxxx)
E-mail address dfranklin@willowpark.org

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 (UEI) : DGPTD7FSVCZ1

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/1216177_341462-Willow.pdf

2 C.F.R. Part 200 Compliance

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

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

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

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

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

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

X I agree

STEP Operating Policies and Procedures

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

If your agency has approved STEP Operating Policies and Procedures, please upload here : https://www.dot.state.tx.us/apps/egrants/_Upload/1216177_341463-GO6500.pdf

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

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

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

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

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

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

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
 2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
 3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:
1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

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

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

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

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

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

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

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

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

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

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

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

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

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

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

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

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

The State highway safety agency-

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

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

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

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

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

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

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

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

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

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

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

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

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

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

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

Instructions for Primary Tier Participant Certification (States)

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

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

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

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

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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

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

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

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

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

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

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

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

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

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

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

Instructions for Lower Tier Participant Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

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

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

B. The Subgrantee agrees that it shall:

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

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

and

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

i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and

ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

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

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

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 funded projects with TxDOT in the current fiscal year 1

2. Number of funded projects with TxDOT in the previous fiscal year 0

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 11/17/2022

5. Has your agency ever terminated a grant project prior to the grant year ending? No

6. Number of personnel to be hired to work on this project 0

7. Will the personnel working on this grant splitting time on multiple projects? No

COUNTY SERVED

Select a County: Parker County - Fort Worth District

POLITICAL DISTRICT SERVED

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

U.S. Congress* Congressional District 12

Texas Senate* Texas Senate District 30

Texas House* Texas House of Representatives District 61

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 days between the hours of 6p-6a, Monday-Sunday during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

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.

May
19,
2023 -
May
21,
2023

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.

May
22,
2023 -
June 4,
2023

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.

June 5,
2023 -
June 7,
2023

May19

Reporting Period 2023 -
Agencies will submit a performance report during this time period. June 7 -
2023

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/1216186_343229-WillowParkHeatMapCIOT.pdf

Agency 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 0
Target: Target: Reduce the number of All OP-related (Seatbelt and Child Passenger Safety) KA crashes to 0

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	I-20 from Ranch House Rd to Mikus/FM 5. This also includes access/feeder roads.
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/1216199_340897-WillowParkIDMZone1.png
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	I-20 from Ranch House Rd to Mikus/FM 5. This also includes access/feeder roads.
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/1216200_340897-WillowParkIDMZone2.pdf
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|--|
| 1. Who is your department's Chief/Sheriff/Constable? | Interim
Chief
Daniel
Franklin |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | Sgt Jaclin Ramirez |
| 4. Please provide their work email and telephone number. | jramirez@willowpa |
| 5. What is the name of the person in charge of your department's official social media accounts? | Sgt Jaclin Ramirez |
| 6. Please provide their work email and telephone number. | jramirez@willowpa |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 6.53 |
| 2. What is the latest estimated population of your service area? | 7000 |
| 3. How many sworn officer positions is your agency authorized? | 18 |
| 4. How many of those positions are currently filled? | 16 |
| 5. How many total calls for service did your agency log in the past 12 months? | 15747 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 120 |

7. How many total vehicle stops did your agency make in the past 12 months? 4739

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? No

3. Does your department have a DWI unit? No

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? Yes

6. Does your department have at least one data analyst? No

7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? No

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? No

10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 77								
Overtime Regular Time								
For sections B (P&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. Entroement								
Officers/Deputies:	58	15	\$45,000	\$2,610.00	\$675.00	\$3,285.00	8.74%	\$287.11
Sergeants:	3	1	\$48,150	\$144.45	\$48.15	\$192.60	8.74%	\$16.83
Lieutenants/Other:			\$0				%	\$0
B. P&E Activities								
P&E Activities:							%	
C. Administrative Duties								
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
			\$0				%	\$0
Total:				\$2,754.45	\$723.15	\$3,477.60		\$303.94
Category	TxDOT	%		Match	%	Total		
Salaries:	\$2,754.45	79.21%		\$723.15	20.79%	\$3,477.60		
Fringe Benefits:	\$243.15	80.00%		\$60.79	20.00%	\$303.94		
Breakdown of Fringe Percentages: Retirement - 7.27% Medicare - 1.47% Total = 8.74%								
Details of regular time, if included in any of the above hours :								

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$2,754.45	\$723.15	\$3,477.60
(200)	Fringe Benefits	\$243.15	\$60.79	\$303.94
	Category I Sub-Total	\$2,997.60	\$783.94	
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	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$2,997.60	\$783.94	\$3,781.54
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$2,997.60	\$783.94	\$3,781.54
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$2,997.60	\$783.94	\$3,781.54
	Fund Sources (Percent Share)	79.27%	20.73%	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Police	Presented By: Sergeant Jaclin Ramirez
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AGENDA ITEM

To allow for the implementation of STEP grant – Operation Slow Down e-Grant

BACKGROUND:

Operation Slow Down

The purpose of this grant is to increase enforcement of traffic safety-related laws to reduce fatal and serious injury crashes.

- ▶ Conduct high-visibility saturation patrols within the Enforcement Zone(s)
- ▶ Perform media campaigns and community education events
- ▶ Increase enforcement of traffic safety-related laws regarding speed
- ▶ Increase public education and information campaigns
- ▶ Speed is the most common factor in crashes in Texas. At least 1/3 of crashes are related to speed.
- ▶ Our agency worked one (1) fatality crash in December 2022, where speed and no seatbelt were factors.
- ▶ Enforcement waves: July 14 – July 30, 2023

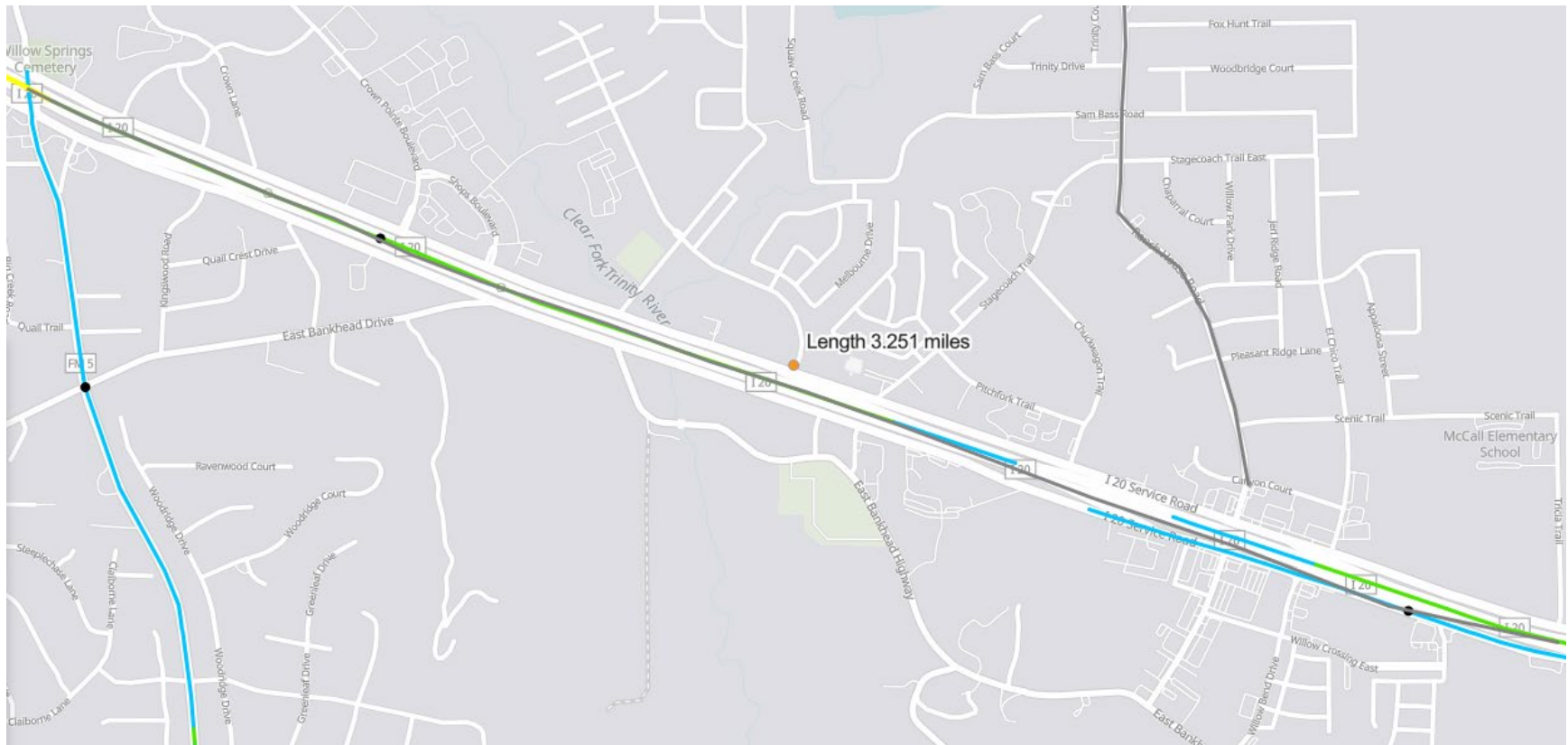
STAFF/BOARD/COMMISSION RECOMMENDATION:

Recommend approval of STEP - Operation Slow Down e-Grant

EXHIBITS:

STEP – Operation Slow Down packet (includes budget summary and zone map[s]).

ADDITIONAL INFO: Grant Match is a 79.27% / 20.73% split Grant funding requested to be awarded by TxDOT: \$3,000 TxDOT Match: Up to \$2,997.60 City Match: Up to \$783.94	FINANCIAL INFO:	
	Cost	Up to \$783.94
	Source of Funding	General



Zone 1 Description

I20 from west boundary of 120 at Mikus Road/FM 5 to west boundary of I20 at Tricia Trail
This zone will include frontage / access roads.

Texas Traffic Safety eGrants

Fiscal Year 2023

Organization Name: City of Willow Park Police Department

Legal Name: City of Willow Park

Payee Identification Number: 17517904318058

Project Title:

ID: 2023-WillowParkPD-OpSlow-00032

Period: 07/11/2023 to 08/02/2023

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 first year.

PROPOSING AGENCY AUTHENTICATION

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

Name	Daniel Franklin
Title	Interim Chief of Police
Address	101 W Stage Coach Trl
City	Willow Park
State	Texas
Zip Code	76087
Phone Number	817-566-8831 (xxx-xxx-xxxx)
Fax Number	(xxx-xxx-xxxx)
E-mail address	dfranklin@willowpark.org

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 (UEI) : DGPTD7FSVCZ1

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/1216203_341462-Willow.pdf

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2023
Begin Date : 10/1/2022 End Date : 9/30/2023

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

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

If expenditures are less than \$750,000 during your agency's fiscal year, please submit a statement to TxDOT's Audit Office as follows:
"We did not meet the \$750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."
X I agree

STEP Operating Policies and Procedures

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

If your agency has approved STEP Operating Policies and Procedures, please upload here : https://www.dot.state.tx.us/apps/egrants/_Upload/1216203_341463-GO6500.pdf

City of Willow Park Police Department
STEP - OpSlow- 2023

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.

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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.

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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.

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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:

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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.

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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.

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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

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(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:

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- 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

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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.

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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

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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

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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,

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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>;

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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.)

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

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

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

COUNTY SERVED

Select a County: Parker County - Fort Worth District

POLITICAL DISTRICT SERVED

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

U.S. Congress* Congressional District 12

Texas Senate* Texas Senate District 30

Texas House* Texas House of Representatives District 61

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.

X I agree to the above goals and strategies.

tr >

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.

21

2

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.

21

2

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.

A

2

Reporting Period 21
Agencies will submit a performance report during this time period. A

2

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/1216208_343521-WillowParkPDHeatMapOPSlow.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	0
Target: Target: Reduce the number of Speed-related KA crashes to	0

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	I-20 from Ranch House Rd to Mikus FM 5. This also includes access/feeder roads.
Zone Hours	24/7
Zone Detail Map	https://www.dot.state.tx.us/apps/egrants/_Upload/1216211_341678-WillowParkZone1.png
Additional Documentation	

AGENCY INFORMATION

Agency Contacts

- | | |
|--|--|
| 1. Who is your department's Chief/Sheriff/Constable? | Interim
Chief
Daniel
Franklin |
| 2. How many years has that person held that position at this agency? | 1 |
| 3. Who is the person in charge of training at your department? | Sgt Jaclin Ramirez |
| 4. Please provide their work email and telephone number. | jramirez@willowpa |
| 5. What is the name of the person in charge of your department's official social media accounts? | Sgt Jaclin Ramirez |
| 6. Please provide their work email and telephone number. | jramirez@willowpa |

Service Data

- | | |
|--|-------|
| 1. What is the size in square miles of your department's service area? | 6.53 |
| 2. What is the latest estimated population of your service area? | 7000 |
| 3. How many sworn officer positions is your agency authorized? | 18 |
| 4. How many of those positions are currently filled? | 16 |
| 5. How many total calls for service did your agency log in the past 12 months? | 15747 |
| 6. How many total crashes did your agency respond to in the past 12 months? | 120 |

7. How many total vehicle stops did your agency make in the past 12 months? 4739

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? No
- 3. Does your department have a DWI unit? No
- 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? Yes
- 6. Does your department have at least one data analyst? No
- 7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer? No
- 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? No
- 10. Are there ride-sharing options available in your community such as Lyft or Uber? Yes

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 77																										
Overtime Regular Time																										
For sections B (P&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	55	15	\$45,000	\$2,610.00	\$675.00	\$3,285.00	8.74%	\$287.11																		
Sergeants	3	1	\$43,150	\$144.45	\$43.15	\$192.60	8.74%	\$16.83																		
Lieutenants/Other			\$0				%	\$0																		
B. P&E Activities																										
P & E Activities							%																			
C. Administrative Duties																										
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
			\$0				%	\$0																		
Total				\$2,754.45	\$723.15	\$3,477.60		\$303.94																		
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>TxDOT</th> <th>%</th> <th>Match</th> <th>%</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Salaries</td> <td>\$2,754.45</td> <td>79.21%</td> <td>\$723.15</td> <td>20.79%</td> <td>\$3,477.60</td> </tr> <tr> <td>Fringe Benefits</td> <td>\$243.15</td> <td>80.00%</td> <td>\$60.79</td> <td>20.00%</td> <td>\$303.94</td> </tr> </tbody> </table>									Category	TxDOT	%	Match	%	Total	Salaries	\$2,754.45	79.21%	\$723.15	20.79%	\$3,477.60	Fringe Benefits	\$243.15	80.00%	\$60.79	20.00%	\$303.94
Category	TxDOT	%	Match	%	Total																					
Salaries	\$2,754.45	79.21%	\$723.15	20.79%	\$3,477.60																					
Fringe Benefits	\$243.15	80.00%	\$60.79	20.00%	\$303.94																					
Breakdown of Fringe Percentages: Retirement - 7.27% Medicare - 1.47% Total = 8.74%																										
Details of regular time, if included in any of the above hours																										

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$2,754.45	\$723.15	\$3,477.60
(200)	Fringe Benefits	\$243.15	\$60.79	\$303.94
	Category I Sub-Total	\$2,997.60	\$783.94	
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	\$0	\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$2,997.60	\$783.94	\$3,781.54
Category III - Indirect Costs				
(800)	Indirect Cost Rate	\$0	\$0	\$0
Summary				
	Total Labor Costs	\$2,997.60	\$783.94	\$3,781.54
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs	\$0	\$0	\$0
	Grand Total	\$2,997.60	\$783.94	\$3,781.54
	Fund Sources (Percent Share)	79.27%	20.73%	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 11, 2023	Department: Administration	Presented By: Bill Funderburk
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AGENDA ITEM:

Consideration/Action to Amend Chapter 5, Fire Prevention and Protection of the City Code of Ordinances. Amending Article 5.02 Fire Marshal and Deleting Article 5.03 Fire Department.

BACKGROUND: On March 25, 2023, Parker County Emergency Service District #1 received command of fire prevention and protection for the City of Willow Park as approved by the annexation election on November 8, 2022. With this change the city needs to amend Article 5.02, Fire Marshall, which will remain in place with recommended updates. Since the Fire Department duties and responsibilities will be with the ESD, Article 5.03 will be deleted in its entirety.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council approve ordinance amendment.

EXHIBITS:

Fire Marshall ordinance.

RECOMMENDED MOTION:

Motion to approve amending Article 5.02, Fire Marshall and deleting 5.03, Fire Department, in the City Code of Ordinances.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF WILLOW PARK, TEXAS, BY DELETING ARTICLE 5.03 “FIRE DEPARTMENT” IN ITS ENTIRETY; AMENDING ARTICLE 5.02 “FIRE MARSHAL” REGARDING THE APPOINTMENT, POWERS AND DUTIES OF THE FIRE MARSHAL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A PENALTY CLAUSE IN AN AMOUNT NOT TO EXCEED \$500.00; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (“City”), located in Parker County, Texas, is a Type A, general law municipality authorized under Texas state law to legislate in the best interests of its residents; and

WHEREAS, Article 5.03 of the City’s Code of Ordinances provides for the establishment of a City Fire Department to provide fire protection services for the City; and

WHEREAS, Parker County Emergency Services District No. 1 (“ESD No. 1”) annexed the City of Willow Park at an election duly conducted by law on November 8, 2022 and will provide fire protection services for the City; and

WHEREAS, because of the provision of fire protection services by ESD No. 1, the City no longer needs a City Fire Department; and

WHEREAS, the City hereby desires to delete Article 5.03 in its entirety and amend the provisions regarding the appointment, powers and duties of the City Fire Marshal contained in Article 5.02; and

WHEREAS, Section 51.012 of the Texas Local Government Code provides, in part, that a municipality may adopt an ordinance “that is necessary for the government, interest, welfare, or good order of the municipality as a body politic”; and

WHEREAS, the City finds that this ordinance is necessary for the government, interest, welfare, or good order of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, THAT:

SECTION 1. All of the above premises are found to be true and correct legislative determinations of the City Council and they are hereby incorporated into the body of this Ordinance as if copied and set forth herein in their entirety.

SECTION 2. The Code of Ordinances of the City of Willow Park, Texas, Article 5.03 “Fire Department” is repealed in its entirety; and Article 5.02” Fire Marshal” is hereby amended by amending Section 5.02.001, adding a new Section 5.02.002 and renumbering the old Section 5.02.002 and the remaining sections of Article 5.02, such amendments to read as follows:

“ARTICLE 5.02 FIRE MARSHAL

§ 5.02.001. Office created; appointment.

The office of fire marshal is hereby created. The office will be independent of all other city offices or departments. The fire marshal shall be appointed by the City Administrator and shall report directly to the City Administrator.

§ 5.02.002. Powers and duties of fire marshal; appointment and removal.

(a) The fire marshal shall be the chief law enforcement officer for the fire marshal’s office and chief arson investigator and fire code enforcement officer for the City. He or she shall:

- (1) Organize and administer the fire marshal’s office in conformity with the ordinances of the City and the constitution and laws of the state and the United States;
- (2) Have immediate direction and control of the fire marshal’s office, subject to the supervision of the City Administrator and such rules, regulations and orders as the City Administrator may prescribe;
- (3) Consistent with policies and procedures established by the City Administrator, the fire marshal shall promulgate all orders, rules and regulations for government of the fire marshal’s office;
- (4) Appoint and discipline reserve or full-time arson investigators and other employees of the fire marshal’s office, who shall serve at his or her discretion, consistent with the city’s personnel policies and procedures where applicable;
- (5) Be responsible for all arson investigations and fire code enforcement services and perform such other duties as may be required by the City Administrator.

§ 5.02.003. Investigation of fires.

(a) The fire marshal shall investigate the cause, origin and circumstances of every fire occurring within the city where property has been destroyed or damaged by fire or explosion, and shall determine whether such fire or explosion was a negligent, intentional or reckless act. Any investigation shall commence within twenty-four (24) hours, not including Sunday, of the occurrence of such fire. The fire marshal shall maintain a record of all fires, together

with all facts, statistics, and circumstances, including the origin of the fire or explosion and the amount of the loss.

(b) If the fire marshal determines that further investigation of a fire or of an attempt to set a fire is necessary, the fire marshal may:

- (1) Subpoena witnesses to testify regarding the fire or attempt;
- (2) Administer oaths to witnesses;
- (3) Take and preserve written statements, affidavits, and depositions; and
- (4) Require the collection of evidence and production of documents, whether written or electronically stored, that are pertinent to the investigation.

(c) In a proceeding under this section, the fire marshal may:

- (1) Conduct an arson or fire origin investigation or examination in private;
- (2) Exclude a person who is not under examination; and
- (3) Separate witnesses from each other until each witness is examined.

§ 5.02.004. Failure to cooperate.

A person commits an offense if the person is a witness in connection with an investigation under section 5.02.002 above and refuses to be sworn, refuses to appear and testify, or fails and refuses to produce to the fire marshal any book, paper, or other document, whether written or electronically stored, relating to any matter under investigation, if instructed by the marshal to do so. An offense under this section is a misdemeanor punishable by a fine in accordance with the general penalty provided in section 1.01.009 of this code.

§ 5.02.005. Authority to charge with crime.

The fire marshal may file in a court of competent jurisdiction a complaint charging arson, attempted arson, conspiracy to defraud, or other related crimes against a person the marshal reasonably believes to be guilty. The fire marshal pursuant to section 5.02.003 above may file a complaint in a court of competent jurisdiction against a witness who refuses to cooperate with the investigation.

§ 5.02.006. Right to enter premises where fire has occurred.

In the performance of official duties, the fire marshal, at any time of the day, may enter and examine a structure where a fire has recently occurred and may with reasonable cause examine adjacent premises.

§ 5.02.007. Inspections for hazardous conditions.

(a) In this section, “fire or life safety hazard” means any condition that endangers the safety of a structure or its occupants and promotes or causes fire or combustion, including:

- (1) The presence of a flammable substance;
- (2) A dangerous or dilapidated wall, ceiling, or other structural element;
- (3) Improper electrical components, heating, or other building services or facilities;
- (4) The presence of a dangerous chimney, flue, pipe, main, or stove, or dangerous wiring;
- (5) Dangerous storage, including storage or use of hazardous substances; or
- (6) Inappropriate means of egress, fire protection, or other fire-related safeguard.

(b) In the interest of public safety and fire prevention, the fire marshal may inspect for fire or life safety hazards any structure, appurtenance, fixture, or real property located within 500 feet of a structure, appurtenance, or fixture. The fire marshal shall inspect a structure for fire or life safety hazards if called upon to do so.

§ 5.02.008. Order to abate hazardous condition.

If the fire marshal determines the presence of a fire or life safety hazard, the fire marshal may order the owner or occupant of the premises to correct the hazardous situation. If ordered to do so, an owner or occupant shall correct the hazardous situation in accordance with the order.

§ 5.02.009. Plan review.

In the interest of public safety and fire prevention, the fire marshal shall, if required, and may, if requested, review the plans of a business, single-family residence, multifamily dwelling, or retail or commercial property for fire or life safety hazards.

§ 5.02.010. Fee for plan review or inspection.

The city council by ordinance may authorize a fee, in the amount established by city council, to be paid by an applicant or the owner of a business, a multifamily dwelling, or retail or commercial property for a plan review or inspection conducted under this article, in a reasonable amount determined by the city council to cover the cost of the plan review or inspection.

§ 5.02.011. Dangerous structures prohibited.

It is unlawful for any owner or occupant of a building or other structure or premises to keep or maintain the same when, for want of repair, or by reason of age or dilapidated condition, or for any cause, it is especially liable to fire and which is so situated as to endanger buildings or property of others, or is especially liable to fire and which is so occupied that fire would endanger other persons or their property therein. An offense under this section is a misdemeanor and punishment

is by a fine in accordance with the general penalty provided in section 1.01.009 of this code. Each day of violation is a separate offense.”

SECTION 3. It is the intent of the City Council that each clause, phrase, sentence, paragraph, section, or subsection of this Ordinance be deemed severable, and should such clause, phrase, sentence, paragraph, section, or subsection be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration in invalidity or unconstitutionality shall not be construed to affect or impair the validity of those provisions of this Ordinance left standing, or the validity of any other ordinance of the City of Willow Park.

SECTION 4. The City of Willow Park Code of Ordinances shall remain in full force and effect save and except as amended herein.

SECTION 5. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Willow Park, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances area hereby repealed.

SECTION 6. Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and each and every violation or day such violation continues or exists shall be deemed a separate offense.

SECTION 7. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of Willow Park, and this Ordinance shall take effect and shall be in full force from and after the date of its final passage and publication as provided by law.

SECTION 8. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Willow Park, Texas, on this the 11th day of April, 2023.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

The Willow Park City Council is acting on Ordinance No. _____, did on the 11th day of April 2023
vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Chawn Gilliland, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 11, 2023	Department: Police	Presented By: Asst. Chief Daniel Franklin
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AGENDA ITEM:

An ordinance establishing regulation of sex offender residency

BACKGROUND:

Establishment of an ordinance that defines child safety zones and regulates sex offenders required to register for offenses related to a victim less than 16 years of age from establishing a permanent or temporary residence within 1,000 feet of the child safety zones.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The City Council may consider, discuss and/or act on an ordinance regulating sex offender residency in the City of Willow Park.

EXHIBITS: Proposed Ordinance

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$0.00
	Source of Funding	\$ 0.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WILLOW PARK, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF WILLOW PARK, TEXAS, CHAPTER 8: “OFFENSES AND NUISANCES,” BY ADDING A NEW ARTICLE 8.09, “REGULATION OF SEX OFFENDER RESIDENCY,” THEREBY ESTABLISHING CHILD SAFETY ZONES WITHIN THE CITY’S CORPORATE LIMITS, MAKING IT UNLAWFUL FOR PERSONS REQUIRED TO REGISTER ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY’S SEX OFFENDER DATABASE TO RESIDE WITHIN 1,000 FEET OF PROPERTY WHERE CHILDREN ASSEMBLE OR GATHER, AND PROHIBITING RENTING OR LEASING RESIDENTIAL HOUSING TO PREDATORY SEX OFFENDERS; PROVIDING DEFINITIONS, EXCEPTIONS, AFFIRMATIVE DEFENSES, AND EXEMPTIONS TO RESIDENCY VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$500 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS SHALL BE DEEMED A SEPARATE OFFENSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Willow Park (“City”), located in Parker County, Texas, is a Type A, general law municipality authorized under Texas state law to legislate in the best interests of its residents; and

WHEREAS, Section 51.001 of the Texas Local Government Code provides, in part, that the City “may adopt . . . an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality . . . and is necessary or proper for carrying out a power granted by law to the municipality”; and

WHEREAS, Section 51.012 of the Texas Local Government Code provides, in part, that a municipality may adopt an ordinance “that is necessary for the government, interest, welfare, or good order of the municipality as a body politic”; and

WHEREAS, the City Council of the City of Willow Park, Texas (“City Council”), finds and has determined that convicted sex offenders who are required to register on the Texas Department of Public Safety’s sex offender database pose a legitimate, significant, and serious threat to the health, safety, and welfare of the public generally, and to the safety of children who gather in areas where such offenders reside; and

WHEREAS, the City Council desires to establish residency restrictions for sex offenders and to create areas around locations where children regularly congregate in concentrated numbers

and where certain registered sex offenders and sexual predators are prohibited from loitering or establishing temporary or permanent residency; and

WHEREAS, the laws of the State of Texas address the threat that convicted sex offenders pose to children by providing safety zones for children from those who have previously committed crimes against children; and

WHEREAS, the City Council, pursuant to its authority granted to it by Texas Local Government Code, Section 341.906, may adopt an ordinance that restricts a registered sex offender from going in, on, or within a specified distance of a child safety zone in the city; and

WHEREAS, the City Council intends to establish criminal liability for violators of the prohibitions contained therein and to assess fines as punishment for convictions of offenses thereunder; and

WHEREAS, the City deems it necessary to adopt such rules for the safeguarding of public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, THAT:

SECTION 1. All of the above premises are found to be true and correct legislative determinations of the City Council and they are hereby incorporated into the body of this Ordinance as if copied and set forth herein in their entirety.

SECTION 2. The Code of Ordinances of the City of Willow Park, Texas, Chapter 8: "Offenses and Nuisances," is hereby amended by adding a new Article 8.09, "Regulation of Sex Offender Residency," which shall read in its entirety from the date of passage as follows:

"ARTICLE 8.09 REGULATION OF SEX OFFENDER RESIDENCY

Sec. 8.09.001 Definitions

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

Child. A person younger than 17 years of age, in accordance with Section 22.011(c)(1) of the Texas Penal Code.

Child safety zone. A premises where children commonly gather, including, without limitation, a playground, school, day-care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in section 481.134 of the Texas Health and Safety Code, or other facility that regularly holds

events primarily for children, and having the same exclusions as provided by Section 341.906 of the Texas Local Government Code.

Database. The Texas Department of Public Safety Sex Offender database.

Minor. Means any person younger than 17 years of age.

Permanent residence. A place where the person abides, lodges, or resides for fourteen (14) or more consecutive days.

Premises. Real property and all buildings and appurtenances pertaining to real property.

Sex offender. A person who is required to register on the Texas Department of Public Safety's sex offender database because of a violation involving a victim who was less than sixteen (16) years of age. It shall be *prima facie* evidence that this Ordinance applies to a sex offender if the person's record as it appears on the Texas Department of Public Safety's sex offender database indicates that the victim was less than sixteen (16) years of age.

Temporary residence. A place where the person abides, lodges, or resides for fewer than fourteen (14) days or fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where the person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

8.09.002: Offenses; exceptions; evidentiary matters; affirmative defenses; exemptions

- (a) It is unlawful for a sex offender to establish a permanent residence or temporary residence within 1,000 feet of any child safety zone in the City of Willow Park.
- (b) It is unlawful for a sex offender to go in or on any property within 1,000 feet of a child safety zone in the City of Willow Park.
- (c) Nothing in this Ordinance shall be interpreted to modify or reduce the state's child safety ban. A sex offender residing within 1,000 feet of a child safety zone does not commit a violation of this section if:
 - (1) The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of this section;

- (2) The person was a minor when he/she committed the offense and was not convicted as an adult;
 - (3) The person is a minor;
 - (4) The child safety zone within one 1,000 feet of the person's permanent or temporary residence became a child safety zone after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state;
 - (5) The person proves that the information on the database is incorrect and that, if corrected, this section would not apply to the person;
 - (6) The person has been exempted by a court order from registration as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or
 - (7) The person has had the offense for which the sex offender registration was required reversed on appeal or pardoned.
 - (8) The person's duty to register on/in the database has expired.
- (d) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the property lot line of the permanent or temporary residence to the nearest property lot line of the child safety zone, as defined herein.
 - (e) Other than the intent to establish a residence, no culpable mental state is required to be proven by the prosecution as an element of this offense.
 - (f) It shall be *prima facie* evidence that this Ordinance applies to a person if that person's information appears on the database.
 - (g) A map depicting the prohibited areas shall be maintained by the City and shall be reviewed and updated annually for changes. The map shall be available to the public for inspection at the Willow Park Police Department and shall be made available to the public on the City's official web site.
 - (h) It shall be an affirmative defense to prosecution under this Ordinance if the person was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose. A legitimate purpose includes:

- (1) Transportation of a child that the registered sex offender is legally permitted to be with;
 - (2) Transportation to and from the registered sex offender's work; and
 - (3) Other work-related purposes.
- (i) It shall be an affirmative defense to prosecution under this Ordinance if:
- (1) The property owner or renter/assignor provides dated, written evidence of his/her due diligence performed before renting/assigning or sub-leasing the property, and that he/she conducted a check with the Texas Department of Public Safety and the Texas Department of Public Safety Sexual Offender Database on the tenant/sublessee/ assignee's criminal history before entering into the lease/sublease/assignment; and
 - (2) The evidence provided by the violator demonstrates that the sexual offender was not listed in the Texas Department of Public Safety Sexual Offender Database at the time the property owner/renter/assignee conducted the criminal history check and reviewed the database.

Sec. 8.09.003 Prohibitions against renting or leasing property to a registered sex offender; penalty

- (a) It shall be unlawful for the owner, lessee, or occupant (collectively, the "lessor") of any place, residence, structure, or dwelling to rent or lease the same, or any part thereof, to a sex offender, with the knowledge that it will be used as a temporary or permanent residence of such person, if such place, residence, structure, dwelling, or other conveyance is located within 1,000 feet of an existing child safety zone.
- (b) The lessor, as above described, of any place, residence, structure, dwelling, or other conveyance shall be deemed to have knowledge that another person is a sex offender if such person's information appears on the database.

Sec. 8.09.004 Exemptions

- (a) A sex offender who established residency in a residence located within 1,000 feet of a child safety zone before the adoption of this Ordinance is exempt from this Ordinance. This exemption applies only to:

- (1) Areas necessary for the sex offender to have access to and to live in the residence; and
- (2) The period the sex offender maintains residency in the residence.

(b) A sex offender may apply for an exemption from this Ordinance by submitting to the City Secretary an application for exemption, in the form supplied by the City, accompanied by an affidavit that shows the sex offender established residency in a residence located within 1,000 feet of a child safety zone before the date this Ordinance is adopted.

(c) The Chief of Police, or his or her designee, shall determine whether an application for exemption may be granted. The Chief of Police, or his or her designee, may grant an exemption only if:

- (1) Such exemption is not contrary to the public interest or to the public health, safety, or welfare;
- (2) Such exemption shall not increase duties for the City staff;
- (3) The exemption fits within the spirit of this Ordinance; and
- (4) The application of the requirements of this Ordinance in the particular circumstances would create an unnecessary or undue hardship.

(d) The Chief of Police, or his or her designee, shall send to the applicant written notice of the decision to grant or deny an exemption and, if applicable, a statement of the right to an appeal to the City Council.

(e) Any person who is denied an exemption under this section may appeal the decision of the Chief of Police or designee by filing with the City Secretary a written request for a hearing before the City Council. The request for an appeal must be submitted within ten (10) days after the notice of the Chief of Police is sent.

(f) City Council decisions relating to application requests are within the sole discretion of the Council, and the Council's decision as to any such request is final and non-appealable.

Sec. 8.09.005 Penalties

(a) Any person, firm, corporation, or other entity that violates any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed Five Hundred Dollars (\$500.00)

for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(b) The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. If the City Council determines that a violation of this Ordinance creates a threat to the public safety, the City is authorized to bring suit in district court to enjoin the person, firm, corporation, or other entity from engaging in the prohibited activity. The City is not required to give bond as a condition to the issuance of injunctive relief.”

SECTION 3. It is the intent of the City Council that each clause, phrase, sentence, paragraph, section, or subsection of this Ordinance be deemed severable, and should such clause, phrase, sentence, paragraph, section, or subsection be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration in invalidity or unconstitutionality shall not be construed to affect or impair the validity of those provisions of this Ordinance left standing, or the validity of any other ordinance of the City of Willow Park.

SECTION 4. The City of Willow Park Code of Ordinances shall remain in full force and effect save and except as amended herein.

SECTION 5. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Willow Park, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances area hereby repealed.

SECTION 6. Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined a sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and each and every violation or day such violation continues or exists shall be deemed a separate offense.

SECTION 7. The caption of this Ordinance shall be published one time in a newspaper having general circulation in the City of Willow Park, and this Ordinance shall take effect and shall be in full force from and after the date of its final passage and publication as provided by law.

SECTION 8. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Willow Park, Texas, on this the ____ day of _____, 2023.

Doyle Moss, Mayor

ATTEST:

Crystal Dozier, City Secretary

APPROVED AS TO FORM:

William P. Chesser, City Attorney

The Willow Park City Council is acting on Ordinance No. _____, did on the 11th day of April 2023 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Chawn Gilliland, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel Place 5	_____	_____	_____



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Administration	Presented By: Bryan Grimes
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AGENDA ITEM

Discussion/Action: to appoint Fire Marshal John Schneider to the Police Department Committee.

BACKGROUND:

The City needs to appoint a new Police Department Committee member to replace former Police Chief Carrie Ellis. Staff is recommending Fire Marshal John Schneider.

Recommended motion: to appoint Fire Marshal John Schneider to the Police Department Committee.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	General



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: April 11, 2023	Department: Public Works	Presented By: Michelle Guelker, Public Works Director
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AGENDA ITEM:

Discuss/Action: To consider the use of the funds from the American Rescue Plan Act to construct a new sanitary sewer line along Bankhead Highway from Ranch House Road to the east city limits.

BACKGROUND:

The project consists of approximately 5,500 linear feet of an 8” gravity sewer along Bankhead Highway from Ranch House to the east city limits. This project will allow service to the currently unserved areas east of Ranch House and south of Interstate 20.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the use of the funds from the American Rescue Plan Act to construct a new sanitary sewer line along Bankhead Highway from Ranch House Road to the east city limits.

EXHIBITS:

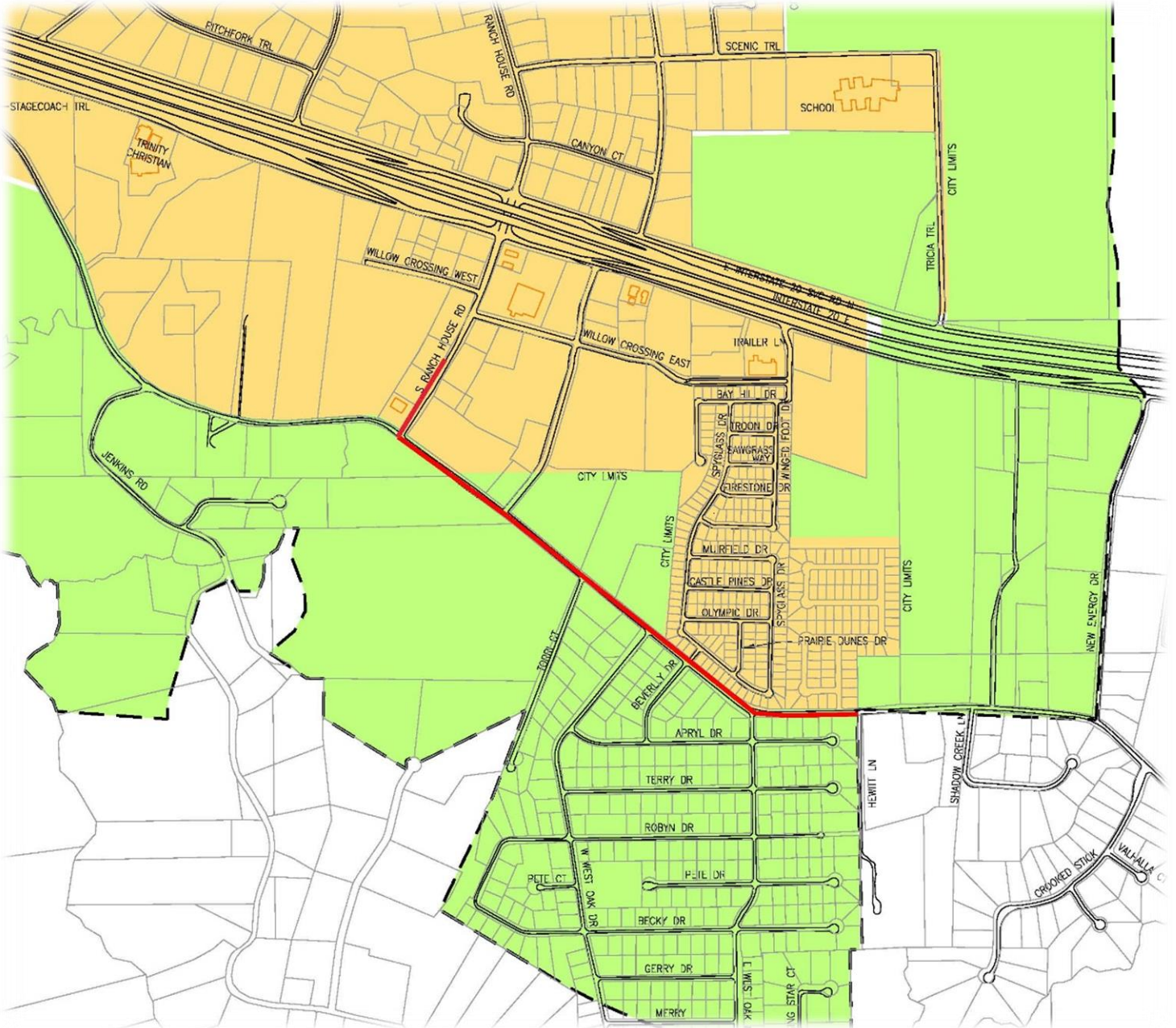
- Sanitary Sewer Line Map
- Preliminary Estimate

RECOMMENDED MOTION:

A motion to approve using the American Rescue Plan Act (ARP Act) funding administered by the U.S. Department of the Treasury, other Federal or State Agency to construct a new sanitary sewer line along Bankhead Highway from Ranch House Road to the east city limits.

Sanitary Sewer Map

The project consists of approximately 5,500 linear feet of 8" gravity sewer along Bankhead Highway from Ranch House Road to the east city limits. This is the red line on the map.



Preliminary Estimate

COUNTY: PARKER **HWY:** BANKHEAD **CITY:** WILLOW PARK

LIMITS: FROM: Ranch House Road to the east city limits

LENGTH = 5500 **FT.**

PROPOSED WORK: Construct approximately 5,500 linear feet of 8" gravity sewer along Bankhead Highway from Ranch House Road to the east city limits

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	AMOUNT
1	CONSTRUCTION STAKING	LS	1.0	\$15,000.00	\$15,000
2	8" PVC BY OPEN CUT	LF	4,760	\$75.00	\$357,000
3	8" PVC BY OTHER THAN OPEN CUT	LF	740	\$210.00	\$155,400
4	STD 4' DIA MANHOLE	EA	18	\$6,500.00	\$117,000
5	4" SAN SEWR SERVICE CONNECTION W/ CLEANOUT	EA	10	\$1,500.00	\$15,000
6	TRENCH SAFETY FOR OPEN CUT	LF	4,760	\$3.00	\$14,280
7	HYDROMULCH SEEDING	AC	1.5	\$3,500.00	\$5,250
8	RIGHT-OF-WAY GRADING	SY	5,450	\$2.50	\$13,625
9	POST-CONSTRUCTION TELEVISIOSN INSPECTION O	LF	5,500	\$3.00	\$16,500
10	SW3P ITEMS	@ 1 % LS	1	\$7,091	\$7,091
11	MISC CONSTRUCTION ITEMS	@ 1 % LS	1	\$7,091	\$7,091
12	MOBILIZATION	@ 5 % LS	1	\$36,162	\$36,162
13	BARRICADES, WARN SIGNS, TRAF HANDL	@ 5 % LS	1	\$36,162	\$36,162

Subtotal	\$795,561.00
Contingency 20%	\$159,112.20
Subtotal (2023 Costs)	\$954,673.20
Cost Escalation Factor 5%	\$47,733.66
Subtotal (2024 Costs)	\$1,002,406.86
Engineering and Surveying 15%	\$150,361.03
Project Total	\$1,152,768

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to the Engineer at this time. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: April 11, 2023	Department: Public Works	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/ Action: To authorize staff to donate surplus office items and equipment to non-profits organization and dispose of surplus office items and equipment that are deemed damaged.

BACKGROUND:

The City has a surplus of office items and equipment (old desks, chairs, filing cabinets to name a few) in the old City Hall located at 516 Ranch House. These items will need to be removed from the building prior to demolition of the structure.

Some of the items are damaged and need to be disposed of. Other items are still useful and could benefit non-profit organizations.

STAFF/BOARD/COMMISSION RECOMMENDATION:

To allow staff to donate surplus items and equipment to non-profits and to dispose of the remaining items through proper means.

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	
	Source of Funding	