City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Meeting Agenda

Public Safety, Health and Environment Committee

Monday, September 14, 2020 | **4:00 PM** | **Council Briefing Room**

Call to Order

Agenda Items

Citizens may speak for up to five minutes on any item on the agenda by completing and submitting a speaker card.

1 20-10311 Minutes of August 3, 2020 Public Safety, Health and Environment Committee Meeting

Attachments: PSHE 2020 08 03 Minutes.pdf

2 20-10233 Egret Discussion - presented by Cindy Mendez, Environmental Quality Manager

3 20-10235 Fire Department changes to the Aerial Apparatus (Fire Truck) deployment and location

Attachments: ISO Truck

4 20-10334 Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

5 20-10317 Resolution authorizing the City Manager to accept a Selective Traffic Enforcement (STEP) grant from the Texas Department of Transportation (TxDOT) for the enforcement of safety belt, child safety seat, speed, intersection traffic control, distracted driving and DWI laws in the amount of $317,105.87

Attachments: 2021-GrandPra-S-1YG-00102_Salaries.pdf
2021-GrandPra-S-1YG-00102.pdf

6 20-10319 Ordinance amending Chapter 25, "Traffic", of the Code of Ordinances of the City of Grand Prairie by adding new Section 25-6 "Unreasonable Acceleration" and Section 25-7 "Prohibited Uses of a Motor Vehicle in a Parking Lot"; Providing a penalty; Providing a savings clause and a severability clause; and providing an effective date upon passage and publication

7 20-10320 Resolution authorizing the City Manager to enter into a Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as it relates to the Mid-Cities Violent Crime Task Force

Attachments: MOU Grand Prairie Police Department GPPD July 22 2020.pdf

8 20-10375 Resolution in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for $36,300 in total funding with an agreement for $10,890 to be allocated to funding Dallas County projects and $1,778.70 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of $23,631.30 to the City of Grand Prairie

9 20-10376 Resolution authorizing the City Manager to apply for a grant from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, for the Grand Prairie Police Department's Commercial Vehicle Enforcement Unit to conduct commercial motor vehicle inspections, conduct public awareness campaigns, in the amount of $401,122.38

Attachments: 2020 HP Grant Narrative - Signed.pdf
HP Grant 080120-093022.pdf
Copy of 2020 HP Grant Budget - REVISED.xlsx

10 20-10379 2021 Public Safety, Health and Environment Committee Meeting Schedule

Attachments: PSHE Meeting Schedule 2021

Executive Session

The Public Safety, Health and Environment Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A. to discuss the following:

1. *Section 551.071 "Consultation with Attorney"*
2. *Section 551.072 "Deliberation Regarding Real Property"*
3. *Section 551.074 "Personnel Matters"*
4. *Section 551.087 "Deliberations Regarding Economic Development Negotiations"*

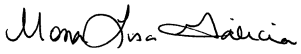
Citizen Comments

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

Adjournment

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A. the Public Safety, Health and Environment Committee meeting agenda was prepared and posted September 11, 2020.



Mona Lisa Galicia, Deputy City Secretary

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Legislation Details (With Text)

File #:	20-10311	**Version:**	1	**Name:**	August 3, 2020 PSHE Meeting Minutes
Type:	Agenda Item			**Status:**	Agenda Ready - Committee
File created:	8/21/2020			**In control:**	Public Safety, Health and Environment Committee
On agenda:	9/14/2020			**Final action:**	
Title:	Minutes of August 3, 2020 Public Safety, Health and Environment Committee Meeting				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PSHE 2020 08 03 Minutes.pdf				

Date	Ver.	Action By	Action	Result

From
Lana Yancey

Title
Minutes of August 3, 2020 Public Safety, Health and Environment Committee Meeting

Presenter
Chairman Jeff Copeland

Recommended Action
Approve

Analysis
Minutes Attached

Grand Prairie
TEXAS

PUBLIC SAFETY, HEALTH AND ENVIRONMENT COMMITTEE MINUTES

August 3, 2020

The Public Safety, Health and Environment Committee meeting was called to order by Committee Member Cole Humphreys at 4:03 p.m. on August 3, 2020 via Zoom Videoconference. We have a quorum.

Attendees:

Chairman Jeff Copeland, Committee Members Cole Humphreys and John Lopez were present. Staff members present: Deputy City Manager Steve Dye, Deputy City Manager Bill Hills, Judge Bryan Arnold, Director of Housing and Neighborhood Services Esther Coleman, Director of Parks, Arts, & Recreation Duane Strawn, Housing Assistance Manager Gary Walters, Solid Waste Recycling Manager Patricia Redfearn, Animal Services Division Manager Lily Yap, Assistant City Attorney Tiffany Bull and Recording Secretary Lana Yancey.

Consider Minutes of July 6, 2020

The meeting minutes were approved by committee members.

Animal Services Update

Deputy City Manager Steve Dye first addressed the committee regarding an email that was sent over to them regarding Traders Village, Lily has proactively contacted them and took care of that. He advised to disregard that email because Traders Village will not be included in this new policy revision and he has already spoke to Tim Anderson. Animal Services Division Manager Lily Yap took over and gave Covid-19 updates regarding animal services and the policy updates. During this pandemic Animal Services waived all adoption fees and has had amazing support from the community. Since March we have had 750 animals adopted. We also received a small grant from Best Friends Animal Society to supplement those waived adoptions fees. We partnered with Meals on Wheels during Covid-19 as they took a huge hit with their volunteers. Animal Services was able to deliver supplemental pet food to seniors in Grand Prairie that needed it. From the animal services field department we created virtual investigations during Covid-19 for the lower priority calls. With our adoptions, we did virtual visits with people who wanted to adopt pets and had honest conversations and counseling sessions with them. With all of these changes we didn't have an increased return rate. Animal Services provided resources to people who thought they may not be able to keep their adopted pets. We have also had our staff on block scheduling and kept the capacity of the shelter at a number that we can care for. Livestock Ordinance was tabled for now to make further adjustments. Ms. Yap briefed the committee on the Breeding Ordinance and explained that it will exempt planned breeding. We are proposing a permit process to be added to this ordinance with no fee added. In the proposed ordinance a household wouldn't have to apply for a permit unless they bred 12 animals or had over two litters in the span of 12 months.

The stipulations of this ordinance would allow Animal Services to conduct inspections upon request and for citizens to abide by provisions of our ordinance. This would also require the approval of a veterinarian to make sure the animal is healthy enough to breed. This ordinance would prohibit the sale of dogs and cats in public spaces, particularly road sides and community spaces, with flea markets excluded. Chairman Copeland loves this ordinance. Committee Member Humphreys asked if he wanted to get a pure bred German Shepard how would he go about doing that. Ms. Yap advised that there are different Kennel Club Associations that pure breeds can be registered with and there are several online resources to find that. Committee Member Humphreys asked if a Grand Prairie resident can sell a pure bred dog from their home or can this only take place at Trader's Village? This ordinance would not affect a family doing that, it would only be considered if they are breeding more than 2 litters or 12 animals in a year. What prompted this ordinance is the quality of life of families that have to live next to someone that is breeding dogs or cats a higher degree. Committee Member Lopez asked what happens when someone breaks this ordinance. Animal Services Officers would respond and could issue a Class C Misdemeanor citation. If we come across a repeat Class C offender we can arrest in those cases. Committee Member Lopez asked how are we spreading awareness and are we participating in Clear the Shelter? Clear the Shelter leadership has changed this event to where it will last over the span of a week and curbside adoptions will be back open with adoption fees waived. The Waggin Wagon will not be used at Clear the Shelter this year. Committee Member Humphreys put a motion on the floor to show support, with one response from another member. Assistant City Attorney Tiffany Bull advised now that there is a motion on the floor and a second you now have a motion on the floor. Chairman Copeland rescinded his motion and the committee showed support of the revisions of the ordinance. No members of the public in attendance.

Housing and Neighborhood Services Update

Director of Housing and Neighborhood Services Esther Coleman briefed the committee on this item. Housing and Neighborhood Services conducts two types of inspections. The first inspection is a Multifamily which enforces code with all the hotels, motels and apartments in the city. The second type of inspection is a Housing Quality Standards Inspection for section eight housing also known as Housing Choice Voucher. Due to Covid-19 there have been many changes. Regarding Hotels and Motels, currently we have 33 properties and we have completed exterior inspections on all of those. This includes the inspection of 85 buildings and 535 rooms in which a total of 17 of the 33 properties have been inspected exterior and interior. The interior inspections completed were done virtually on vacant units only. There are three tier levels and each has different specifications and requires a certain number of inspections. Regarding Apartments, we have 118 properties and we have only been able to inspect 35% of them. We have also processed 203 complaints, sent 50 violation notices and issued 11 citations. Housing and Neighborhood Services has 7 inspector positions available with 6 of those positions being filled, 2 supervisors and one manager. The numbers with multifamily inspections done this year is very low due to Covid-19 restrictions. We are looking into other ways to do interior inspections. Our goal normally is to inspect 10% of the newer apartment complexes and 50%-100% of older properties. Seeing all interiors of tier three apartment complexes is something we normally do with the cooperation of management and the families that live in the apartments. Deputy City Manager Bill Hills explained in non Covid-19 years we get 100% of the properties completely inspected. Currently we are behind where we would normally be, but the inspectors are working hard to get to all properties. The exterior inspections also include the parking lots and roadways/streets within the property. Typically, staff drives properties to check each one, but people can call in or complete complaints online. One of the main goals is to make sure that management is keeping up with repairs and upkeep at the properties. Housing Quality Standards Inspections are done on section 8 housing before anyone moves into a unit and there after annually as long as a family occupies the unit.

There have been a total number of 3,751 inspections on units that our program tenants occupy. There are a different set of guidelines and criteria with the housing participants compared to apartment units. The Housing Quality Standards Inspection program is a federal program and we receive funding from the government every month. Staff in the Housing department has been working diligently throughout the Covid-19 pandemic to help residents with rent. Chairman Copeland asked if there would be any liability for the city if we do not get all inspections done. Ms. Coleman explained not on the multifamily side, that program is governed by the code of ordinance the city council approves. Regarding the Housing program side we have been given waivers in situations in which we are unable to do inspections. That would include Senior Citizens, but most of them are able to use their phones to do virtual inspections. Deputy City Manager Steve Dye advised the changes to the Crime Free Multi Housing Program that the city put in place has made it a very robust program that has not been legally challenged. No further discussion on this item.

20th Judicial Quarterly Report

Judge Bryan Arnold briefed the committee on this item. New cases filed is the amount of tickets issued, which is now trending up compared to the middle of the Covid-19 pandemic. Typically there are 20-30 arraignments per day, but due to low number of tickets issued it has been more like 8-12 per day. Throughout the pandemic there was an effort to keep the jail population low. Per the Supreme Court, the Office of Court Administration has mandated that we not have a jury trial until at least September 1st. The Grand Prairie Municipal Court is waiting until at least October and then we will reevaluate at that point if needed. We haven't had a jury trial since February. In order to have any in person court hearings we have submitted a plan to the regional presiding judge which was then forwarded to Office of Court Administration, and the plan was approved. For now, they still require everything be done remotely. Warrants speak for themselves. We are going to add warrants on class c misdemeanors in the next judicial update. March through June we didn't sign any warrants on tickets, due to so many people being out of work. When talking about warrants there are two types, one is an Alias Warrant in which someone is issued a citation and if they do nothing with it a warrant is issued. The second is a Capias Pro Fine Warrant in which someone gets issued a ticket and pleas guilty or no contest and then didn't take care of the fine or community service, a warrant will be issued. If arrested on an Alias warrant everyone gets released the next day, on Capias Pro Fine they can be held on limited circumstances. During Covid-19 we are not holding anyone on Class C Misdemeanors. Regarding juvenile activity, which in Municipal Court are all class c misdemeanors there are only two sections, traffic and penal cases. The traffic cases are self-explanatory, juvenile penal cases would be minor in possession, curfew violation, theft under $100 or simple assault. Juveniles must come to court with a parent. We are planning on rehearing juvenile cases by the end of the month. Regarding Emergency Protective Orders, we thought that there would be a spike in those numbers during March and April, but they weren't as bad as we thought. We had one Animal Hearing in April, which was an animal cruelty case with the owner of the animal present. The public can logon and watch those hearings in which we have several more scheduled. Property Hearings also happen now regarding recovered property and we only had one which occurred July 8th. Pawn shop owners or the person claiming to be the rightful owner attend those and the court decides who the rightful owner is. Committee Member Lopez asked if families are still struggling, are we going to offer community service or payment plans to take care of their ticket. Judge Arnold explained before we sign a warrant we send a show cause notice in the mail and give them a court date in order for them to show up and explain why they haven't taken care of a ticket. When we have signed a warrant for someone that received a ticket, they didn't show up to a court date.

Ordinance amending Chapter 18, "Parks and Recreation," of the Code of Ordinances, through the amendment of the title of the Chapter to "Parks, Arts, and Recreation"; and amendment of Sections 18-5, 18-10, 18-18, and 18-22 relative to park hours, parking, animals, and engaging in activities which may interfere with others use of parks: repealing all ordinances in conflict herewith; providing a cumulative clause, a savings clause, severability clause, a penalty clause, and to become effective upon passage and publication.

Director of Parks, Arts & Recreation Duane Strawn briefed the committee on these ordinance revisions. Chapter 18 is the only ordinance we are looking at today. First, we are looking at section 18.5 regarding park hours, in which we added "open to the public during posted park hours." This is 100% for PlayGrand Adventures. We are considering this location as a venue which is gated and not just a typical park. This was added so we can enforce and protect PlayGrand Adventures and the people inside. Second, section 18-10, operating and parking vehicles, we have added language that allows us the ability to tow vehicles if needed. Third, section 18-18, animals, we added language prohibiting animals in the park other than service animals on the playgrounds. Lastly, section 18-22, interference with users and permittees, there is already language about skateboards, rollerblades and scooters; we added bicycles to the list. The prohibited items are listed on signs posted at PlayGrand Adventures explaining these ordinances. We also cleaned up the language in the Smoking Prohibited section of 18-22 making it clear how far away from the park you have to be. Section 18-18 doesn't affect the Lake parks too much, only the beach area is where animals are not permitted. Regarding the notices of the no smoking signs, there will be signs posted at soccer and baseball fields, if they are not already. Committee Member Humphreys made a motion to support these changes and all committee members show support.

Republic Services Rate Increase

Deputy City Manager Steve Dye briefed the committee first on why this item was brought to the committee again. Last month the committee approved a 0% rate increase on the Commercial side and a 3% rate increase on the Residential side. Last month we didn't have the data for the industrial side of things. The Finance and Government Committee concurred with this committee's recommendation and approved the commercial and residential rate increase. Solid Waste Recycling Manager Patricia Redfearn took over this item and explained when looking at the Industrial rates, we have never gone through and given a breakdown of this data to any of the sub committees until this year. The industrial rates include the 30 yard roll offs, 30 yard packers and the 40 yard roll offs and are billed by Republic. The fees included in the billing are delivery fee, haul rate, disposal for four tons and rental for 30 days. The City of Grand Prairie charges Republic a disposal fee of $30 per ton for the material brought to our landfill whether it is commercial or industrial. Republic then turns around and bills their industrial customers $37.30 per ton, in which $30 goes to the city and $7.30 stays in house. Grand Prairie is the only ones that charge a disposal fee because they are bringing it to our landfill. In this proposal the delivery, disposal and hauling fees will all rise, rental fees will stay the same. This will be a total of a 5.4% increase per month. We wanted to break it down and keep the rates at a fair price and we will take any suggestions from the committee. Committee Member Humphreys noted we spend a lot of time deciding if we want industrial warehouses developing here or not, us having fair disposal fees would encourage or discourage that? Steve Dye advised we haven't heard anyone bring that up in the past. We look at market price and what is best for our Grand Prairie citizens. Grand Prairie falls in the same district as Arlington, Mansfield, Southlake, North Richland Hills and Dalworthington Gardens. Our staff called around to other haulers to get pricing since they are not supposed to haul out of Grand Prairie. Their typical answer was if they can get in and out without getting caught they will do it.

So we keep an eye out for other company haulers, other than Republic. We finally received the bid from Republic regarding the recycling trash carts, so we are now going to the open market to get rates from several different companies. We should have accurate information from a citizen survey soon for the committee to make a decision on this service.

Meeting adjourned: 5:23 p.m.

Executive Session
There was no executive session.

_____
Jeff Copland, Chairman

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10233	**Version:**	1	**Name:**	Egret Discussion
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	7/29/2020			**In control:**	Public Safety, Health and Environment Committee
On agenda:	9/14/2020			**Final action:**	
Title:	Egret Discussion - presented by Cindy Mendez, Environmental Quality Manager				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Egret Discussion - presented by Cindy Mendez, Environmental Quality Manager

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Legislation Details (With Text)

File #:	20-10235	**Version:**	1	**Name:**	Fire Department Aerial Apparatus study
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	8/3/2020			**In control:**	Public Safety, Health and Environment Committee
On agenda:	9/14/2020			**Final action:**	
Title:	Fire Department changes to the Aerial Apparatus (Fire Truck) deployment and location				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ISO Truck				

Date	Ver.	Action By	Action	Result

From
Robert Fite, Fire Chief

Title
Fire Department changes to the Aerial Apparatus (Fire Truck) deployment and location

Presenter
Robert Fite, Fire Chief

Recommended Action
Presentation Only

Analysis
During the 2016 ISO evaluation, it was noted that the future ISO score would be negatively affected if the fire department does not add a fifth ladder truck. An alternate option was to change the deployment of the current 4 ladder trucks. In 2019, we hired a consultant to perform a Aerial Truck review and provide the best analysis of where to place the ladder trucks for optimal coverage. This presentation will present the three options and help provide analysis on the option the fire department will implement when fire station 3 opens.

Financial Consideration
None

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Assisting Communities
With Their ISO Rating

Mike Pietsch, P.E. Consulting Services, Inc.
3101 S. Country Club Rd.
Garland, TX 75043-1311
972.271.3292 Phone
214.728.6507 Cell
972.840.6665 Fax
michaelpietsch@tx.rr.com

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF GRAND PRAIRIE

Demonstrating a Ladder Truck Deployment Strategy

January 28, 2019

Submitted by:

W. Michael Pietsch, P.E.
Civil Engineer

A Report From

MIKE PIETSCH, P.E. CONSULTING SERVICES, INC.

To

THE CITY OF GRAND PRAIRIE

Demonstrating Ladder Truck Deployment Strategy

Explanation of This Report

This report will develop an accurate ladder truck location plan for the City of Grand Prairie. This study utilizes 2.5-road mile response boundaries (approximates 6 to 8-minute response times) for ladder truck companies. This is the most accurate method of locating the optimal fire stations at which the existing and proposed ladder truck companies should be deployed. These 2.5-road mile ladder truck company response boundaries are the exact methodology utilized by Insurance Services Office (ISO) when a community is rated.

The strategic placement of existing and proposed ladder truck companies is critical to the emergency response and ISO rating for the City of Grand Prairie. This report will give 2 options based on a possible relocation of the 4 existing ladder truck companies along with a third option based on providing a fifth ladder truck company (by far the best of the 3 options).

Please note that both options for relocating the 4 existing ladder truck companies **does** require a fifth ladder truck company be placed in-service; however, the parameters placed on this report are: To develop options to relocate the 4 existing ladder truck companies and present a third option if budget constraints allowed a fifth ladder truck to be placed in-service.

An additional ladder truck company may be required when the road base (which is afforded fire hydrant protection) outside 2.50-road miles of an existing fire station is 50% of that within a 2.50-mile polygon of an average existing fire station deploying a ladder truck company. If a suitable location can be found that brings 50% or more of the road base (afforded fire hydrants) which is outside the 2.50-road mile polygon of an existing ladder truck company within 2.50-road

miles of the location then an additional ladder truck company is required when the following is met: 1) There exist 5 or more buildings 3-story or greater in height, or 2) There exist 5 or more buildings with a 4000-gpm or greater fire demand (needed fire flow), or 3) There exist 5 or more buildings that are 32-feet in height from the ground to the lowest roof level, or 4) A combination of 1), 2), and 3) which equals or exceeds 5 buildings. If the 5 building count does not exist a heavy rescue is required; which is a fully equipped ladder truck minus the aerial device and the full complement of ground ladders. In most rapidly developing cities (such as Grand Prairie) providing a heavy rescue in lieu of a dedicated ladder truck is illogical (especially in communities with peaked rooftops).

The suggestions developed from this report relate only to a ladder truck location study for the City of Grand Prairie. They are not for property loss prevention or life safety purposes and no life safety or property loss prevention suggestions are made.

Analysis of the Data

To aid in developing a ladder truck deployment strategy for the City of Grand Prairie, based on present development, 3 options exist. Option 1 and 2 are based on a possible relocation of existing 4 ladder truck companies; assuming that budget constraints will **not** allow a fifth ladder truck company to be placed in-service. Option 3 is based on providing a fifth ladder truck company – by far the best option.

The following options are offered for your consideration:

1. Option 1: Relocate the ladder truck company presently deployed at Fire Station #1 to Fire Station #3. The ladder truck companies at Fire Stations #8, #9, and #10 remain deployed at their current location.

2. Option 2: Relocate the ladder truck company presently deployed at Fire Station #9 to Fire Station #5 and relocate the ladder truck presently deployed at Fire Station #10 to Fire Station #7.

3. Leave the existing ladder truck companies deployed at their present locations (Fire Stations #1, #8, #9, and #10) and provide a fifth ladder truck company deployed at Fire Station #5. This is by far the best option if providing a fifth ladder truck company is economically feasible.

I will certainly defer to Chief Fite and his staff to determine which alternative best protects the citizens residing in the City of Grand Prairie.

Please consider: Both "Option 1" and "Option 2" demonstrated above do **not** alleviate the need for a fifth ladder truck company. They are merely options for staging the 4 existing ladder truck companies within the Grand Prairie Fire Department.

Effect on the ISO Rating of 1

At present the City of Grand Prairie enjoys an ISO rating of 1. The class 1 rating for the City of Grand Prairie is based on the fire defense infrastructure (Fire Service Communications, Fire Department, Fire Marshal, and Water Suppliers) as it existed in June of 2016.

Solving the need for additional dedicated ladder truck companies parlayed with the erection of additional fire stations housing the required apparatus and staffing will be the key to sustaining the coveted ISO rating of 1 for the City of Grand Prairie well into the future.

Conclusion

As budget constraints allow provide the Grand Prairie Fire Department with a fifth ladder truck company parlayed with the additional fire stations, apparatus, and staffing required to meet existing and new development.

I would very much like to thank Fire Chief Robert Fite for the excellent cooperation afforded me during my recent survey. Without his support and continued cooperation after my field evaluation was complete the accuracy and timeliness of this report would be seriously compromised.

I appreciate the opportunity afforded me by the City of Grand Prairie and look forward to working with your community in the future.

Sincerely,

W. Michael Pietsch, P.E.
Civil Engineer

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10334	**Version:**	1	**Name:**	Sales Tax Public Education Plan
Type:	Presentation			**Status:**	Agenda Ready - Committee
File created:	8/25/2020			**In control:**	Public Safety, Health and Environment Committee
On agenda:	9/14/2020			**Final action:**	
Title:	Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

Title
Crime Control and Prevention District Sales Tax Election Public Education Plan - Presented by Amy Sprinkles, Marketing, Communications and Libraries Director

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Legislation Details (With Text)

File #:	20-10317	**Version:**	1	**Name:**	2021 STEP Grant
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/21/2020			**In control:**	Police
On agenda:	9/15/2020			**Final action:**	
Title:	Resolution authorizing the City Manager to accept a Selective Traffic Enforcement (STEP) grant from the Texas Department of Transportation (TxDOT) for the enforcement of safety belt, child safety seat, speed, intersection traffic control, distracted driving and DWI laws in the amount of $317,105.87				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2021-GrandPra-S-1YG-00102_Salaries.pdf 2021-GrandPra-S-1YG-00102.pdf				

Date	Ver.	Action By	Action	Result

From
Fred Bates, Jr.

Title
Resolution authorizing the City Manager to accept a Selective Traffic Enforcement (STEP) grant from the Texas Department of Transportation (TxDOT) for the enforcement of safety belt, child safety seat, speed, intersection traffic control, distracted driving and DWI laws in the amount of $317,105.87

Presenter
Daniel Scesney, Chief of Police, and Ryan Simpson, Support Services Division Manager

Recommended Action
Approve

Analysis
The results of special statewide traffic enforcement efforts in Texas and other states confirm that coordinated programs, such as the Selective Traffic Enforcement Program (STEP), are highly effective in reducing traffic-related fatalities, injuries and costs.

The Grand Prairie Police Department has participated in the Selective Traffic Enforcement Program for 30 years. The total grant money addresses primarily seatbelt, child safety seat, speeding, intersection traffic control, and DWI laws.

From October 2019 through August 2020, the TxDOT STEP Grant has resulted in numerous grant-related citations that included: speeding violations, seatbelt use violations, unrestrained child violations, and intersection control devices violations. The total number of citations issued as part of the grant program from October 2019 through September 2020 was approximately 6,209, which includes the above totals and non-

hazardous violations.

The Selective Traffic Enforcement Program benefits the citizens of Grand Prairie by increasing safety belt compliance and reducing the number of crashes caused by excessive speed, disregarding traffic control devices, and alcohol consumption.

The Public Safety, Health and Environmental Committee will fully review this item during the next regularly scheduled meeting on September 14, 2020.

Financial Consideration

The grant period begins October 1, 2020, and ends September 30, 2021. It is anticipated the total cost for the City during this period will amount to a cash match of $190,290.87. Funding will be allocated in the FY 2020/2021 General Fund budget. The Texas Department of Transportation will fund $126,815.00 to pay the City for overtime salaries and benefits for enforcement efforts. Project cost will total $317,105.87.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR SAFETY BELT, CHILD SAFETY SEAT, SPEED, INTERSECTION TRAFFIC CONTROL, AND DWI ENFORCEMENT IN THE AMOUNT OF 317,105.87 TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, the Grand Prairie Police Department wishes to participate in an intensified enforcement of safety belt, child safety seat, speed, intersection traffic control and DWI laws;

WHEREAS, the City will provide a cash match of $190,290.87 to the Texas Department of Transportation;

WHEREAS, in the event of loss or misuse of Texas Department of Transportation funds, the City of Grand Prairie assures that the funds will be returned to the Texas Department of Transportation in full;

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. the City Manager of the City of Grand Prairie is empowered to accept, reject, alter or terminate this grant on behalf of the City Council;

SECTION 2. this resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 1st DAY OF SEPTEMBER, 2020.

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Legislation Details (With Text)

File #:	20-10319	**Version:**	1	**Name:**	Unreasonable Acceleration / Prohibited Uses of a MV in Parking Lots - Ordinance
Type:	Ordinance			**Status:**	Consent Agenda
File created:	8/21/2020			**In control:**	Police
On agenda:	9/15/2020			**Final action:**	
Title:	Ordinance amending Chapter 25, "Traffic", of the Code of Ordinances of the City of Grand Prairie by adding new Section 25-6 "Unreasonable Acceleration" and Section 25-7 "Prohibited Uses of a Motor Vehicle in a Parking Lot"; Providing a penalty; Providing a savings clause and a severability clause; and providing an effective date upon passage and publication				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

From
Fred Bates, Jr.

Title
Ordinance amending Chapter 25, "Traffic", of the Code of Ordinances of the City of Grand Prairie by adding new Section 25-6 "Unreasonable Acceleration" and Section 25-7 "Prohibited Uses of a Motor Vehicle in a Parking Lot"; Providing a penalty; Providing a savings clause and a severability clause; and providing an effective date upon passage and publication

Presenter
Daniel Scesney, Chief of Police

Recommended Action
Approve

Analysis
The Police Department continues to review and evaluate the various ordinances in the City of Grand Prairie that provide for the safety and increased quality of life for all its citizens. The Department has found that the safety of its citizens has been unreasonably placed in jeopardy due to the unsafe acceleration or other reckless uses of motor vehicles on City streets, alleys, and parking lots. There is currently no law or ordinance in place to allow for ticketing and fining of individuals who recklessly conduct themselves in this manner. An ordinance prohibiting these particular reckless uses of motor vehicles in the City will help the Department provide for safer streets through continuous education and enforcement.

Financial Consideration
None

Body

AN ORDINANCE AMENDING CHAPTER 25, "TRAFFIC", OF THE CODE OF ORDINANCES OF THE CITY OF GRAND PRAIRIE, TEXAS; BY ADDING A NEW SECTION 25-6 "UNREASONABLE ACCELERATION" AND SECTION 25-7 "PROHIBITED USES OF A MOTOR VEHICLE IN A PARKING LOT"; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE UPON PASSAGE AND PUBLICATION

WHEREAS, the City desires to protect the safety of patrons from unreasonable or unsafe acceleration or other reckless uses of a motor vehicle in a street, alley, or parking lot and there is no law or ordinance in place to allow for ticketing and fining for these actions.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS:

SECTION 1. That Chapter 25, "Traffic," is hereby amended by adding a new Section 25-6 to read as follows:

"**25-6. Unreasonable Acceleration.**

(a) *Definitions*. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

For purposes of this section, the rate of acceleration is presumed to be unsafe or unreasonable if:

(1) The acceleration causes a tire or tires to spin such that there is a break in the traction between a tire or tires and the street surface; and

(2) The acceleration is accomplished in such a manner as to cause:
a. A squealing or screeching sound by the tires; or
b. The throwing of sand or gravel by the tires of the vehicle; or
c. Any amount of smoke to be emitted; or
d. Residue on any portion of the roadway by any tire of the vehicle; or
e. Any portion of the vehicle to swerve or exit its lane of travel; or
f. Damage to any person or another vehicle or the property of another; or
g. All of the above.

(b) *Offense*. A person commits an offense if, while operating a motor vehicle, they accelerate the vehicle, by any means at an unsafe or unreasonable rate of speed or in an unsafe manner as described in Subsection (a).

(c) *Exception*. It is a defense to prosecution under that, while operating a motor vehicle, a person accelerated the vehicle by any means at an unsafe or unreasonable rate of speed or in an unsafe manner as described in Subsection (a) if an emergency created the necessity for such operation.

(e) *Evidence*. The squealing or screeching sounds emitted by the tires, or the throwing of sand or gravel by the tires, or both, shall constitute prima facie evidence of such unreasonable acceleration for purposes of this chapter."

SECTION 2. That Chapter 25, "Traffic," of the Code of Ordinances of the City of Grand Prairie, Texas, is hereby amended by adding a new Section 25.7 to read as follows:

"**Section 25.7. Prohibited Uses of a Motor Vehicle in a Parking Lot.**

(a) *Offense*. A person commits an offense if they, while operating a motor vehicle in a parking area:

(1) bring that motor vehicle to a sudden stop or rapidly accelerates said motor vehicle; or

(2) blow the horn of the vehicle in a manner calculated to disturb a person of ordinary sensibilities when there is no reasonable necessity for the protection of a person or property; or

(3) hold a race or contest for speed with another motor vehicle or vehicles."

SECTION 3. That a violation of any provision of this Ordinance shall be a misdemeanor punishable in accordance with Section 1-8 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 4. That Chapter 25, "Traffic," of the Code of Ordinances of the City of Grand Prairie, Texas, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

SECTION 5. That the terms and provisions of this Ordinance are severable and are governed by Section 1-4 of the Code of Ordinances of the City of Grand Prairie, Texas.

SECTION 6. All ordinances or parts of ordinances not consistent or conflicting with the provisions of this Ordinance are hereby repealed. Provided that such repeal shall be only to the extent of such inconsistency and in all other respects this Ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered in this Ordinance.

SECTION 7. That this Ordinance shall be and become effective immediately upon and after its passage and publication.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS ON THIS THE 1ST DAY OF SEPTEMBER, 2020.

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City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10320	**Version:**	1	**Name:**	ATF Violent Crimes Task Force MOU
Type:	Resolution			**Status:**	Consent Agenda
File created:	8/21/2020			**In control:**	Police
On agenda:	9/15/2020			**Final action:**	
Title:	Resolution authorizing the City Manager to enter into a Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as it relates to the Mid-Cities Violent Crime Task Force				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOU Grand Prairie Police Department GPPD July 22 2020.pdf				

Date	Ver.	Action By	Action	Result

From
Fred Bates, Jr.

Title
Resolution authorizing the City Manager to enter into a Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as it relates to the Mid-Cities Violent Crime Task Force

Presenter
Daniel Scesney, Chief of Police

Recommended Action
Approve

Analysis
The City of Grand Prairie, situated in the center of the Dallas - Fort Worth Metroplex, remains a vitally important collaborative partner in the regional effort to investigate and enforce local and federal crimes that inherently lend themselves to the propagation of violent crimes. Law Enforcement, particularly criminal investigations, often extends beyond the boundaries of the City limits. It is, therefore, important that local, state, and federal agencies mutually cooperate to effectively serve and protect their respective constituents. The Bureau of Alcohol, Tobacco, Firearms and Explosives has invited the Grand Prairie Police Department to join this collaborative effort known as the Mid-Cities Violent Crime Task Force.

The primary purpose of this Task Force will be to perform activities and duties that include, but are not limited to investigating; firearms related violent crimes, firearms trafficking, and conducting undercover operations where appropriate to result in effective prosecution before the courts of the United States and the State of Texas.

Vernon's Texas Statues and Codes Annotated (VTCA), Local Government Code 791, The Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties.

The Grand Prairie Police Department along with other local law enforcement agencies in the Dallas - Fort Worth Metropolitan area will benefit from the collaborative effort with the ATF in investigating and resolving violent criminal activities that occur within the area.

Financial Consideration

None

Body

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT (MOU/ILA) WITH THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES (ATF) AS IT RELATES TO THE MID-CITIES VIOLENT CRIME TASK FORCE

WHEREAS, The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) has invited the Grand Prairie Police Department to participate and collaborate in the Mid-Cities Violent Crimes Task Force.

WHEREAS, the City of Grand Prairie, which is centrally located within the Dallas - Fort Worth Metropolitan area, wishes to participate in a Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as it relates to the Mid-Cities Violent Crime Task Force.

WHEREAS, the Vernon's Texas Statues and Codes Annotated, Government Code, 791, the Texas Interlocal Cooperation Act, provides for such an agreement between two or more local governmental agencies for the joint use of facilities and services for police protection and the promotion and protection of the health and welfare of the inhabitants of the State of Texas and the mutual benefit of both parties;

WHEREAS, the City is not responsible for any cost associated with this mutual access and benefit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT

SECTION 1: the City Council of the City of Grand Prairie, Texas, does hereby authorize the City Manager to enter into a mutual Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) as it relates to the Mid-Cities Violent Crime Task Force.

SECTION 2: this resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THIS 1st DAY OF SEPTEMBER, 2020.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES

And

THE GRAND PRARIE POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is entered into by and between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Grand Prairie Police Department (GPPD) as it relates to the Mid-Cities Violent Crime Task Force (herein referred to as the "Task Force").

AUTHORITIES

Offenses investigated and enforced pursuant to this MOU are those falling within ATF's jurisdiction, including 28 U.S.C. § 599A; 28 CFR Part 0, Subpart W; 18 U.S.C. §§ 921 et. seq.; 26 U.S.C. §§ 5861 et. seq.; and 18 U.S.C. § 3051.

PURPOSE

The Task Force will perform the activities and duties described below:

a. Investigate firearms related violent crime
b. Gather and report intelligence data relating to trafficking in firearms
c. Investigate firearms trafficking
d. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

MEASUREMENT OF SUCCESS

The success of this initiative will be measured by the participating agencies willingness to share certain information, (i.e. crime statistics) for the purpose of measuring the success of the task force as well as its performance.

Core Functions:

A. Firearms Criminal Possession and Use
B. Criminal Groups and Gangs
C. Illegal Firearms Trafficking

Performance Goal Statement:

A. Reduce the risk to public safety caused by criminal possession and use of firearms
B. Reduce the risk to public safety caused by criminal organizations and gangs
C. Reduce the risk to public safety caused by illegal firearms trafficking

Strategic Objectives:

A. Interdict and prevent the criminal use of firearms
B. Identify, disrupt and dismantle violent gangs and criminal organizations emphasizing the use of state and local intelligence to identify the worst of the worst offenders
C. Interdict and prevent illegal firearms trafficking
D. Share technology such as NIBIN and E Trace
E. Share intelligence with state and local law enforcement

PHYSICAL LOCATION

Officers/troopers/agents assigned to this Task Force by their employer shall be referred to as Special Deputies (SDs). SDs will be assigned to the ATF Dallas Group II Field Office and will be located at the Grand Prairie Police Department.

SUPERVISION AND CONTROL

The day-to-day supervision and administrative control of SDs will be the mutual responsibility of the participants, with the ATF Special Agent in Charge or his/her designee having operational control over all operations related to this Task Force.

Each SD shall remain subject to their respective agencies' policies, and shall report to their respective agencies regarding matters unrelated to this agreement/task force. With regard to matters related to the Task Force, SDs will be subject to Federal law and Department of Justice (DOJ) and ATF orders, regulations and policy, including those related to standards of conduct, sexual harassment, equal opportunity issues and Federal disclosure laws.

Failure to comply with this paragraph could result in a SD's dismissal from the Task Force.

PERSONNEL, RESOURCES AND SUPERVISION

To accomplish the objectives of the Task Force, ATF will assign a minimum of one (1) agent from the Dallas Group II Field Office to the Task Force. ATF will also, subject to the availability of funds, provide necessary funds and equipment to support the activities of the ATF Special Agents and officers assigned to the Task Force. This support may include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

Each participating agency agrees to make available to their assigned task members any equipment ordinarily assigned for use by that agency. In the event ATF supplies equipment

(which may include vehicles, weapons or radios), SDs must abide by any applicable ATF property orders or policy, and may be required to enter into a separate agreement for their use.

To accomplish the objectives of the Task Force, the GPPD agrees to detail a minimum of two (2) part-time SDs to the Task Force for a period of not less than two (2) years.

All SDs shall qualify with their respective firearms by complying with ATF's Firearms and Weapons Policy.

SECURITY CLEARANCES

All SDs will undergo a security clearance and background investigation, and ATF shall bear the costs associated with those investigations. SDs must not be the subject of any ongoing investigation by their department or any other law enforcement agency, and past behavior or punishment, disciplinary, punitive or otherwise, may disqualify one from eligibility to join the Task Force. ATF has final authority as to the suitability of SDs for inclusion on the Task Force.

DEPUTATIONS

ATF, as the sponsoring Federal law enforcement agency, may request at its sole discretion that the participating agency's SDs be deputized by the U.S. Marshals Service to extend their jurisdiction, to include applying for and executing Federal search and arrest warrants, and requesting and executing Federal grand jury subpoenas for records and evidence involving violations of Federal laws. Such requests will be made on an individual basis as determined by ATF.

The participating agencies agree that any Federal authority that may be conferred by a deputation is limited to activities supervised by ATF and will terminate when this MOU is terminated or when the deputized SDs leave the Task Force, or at the discretion of ATF.

ASSIGNMENTS, REPORTS AND INFORMATION SHARING

An ATF supervisor or designee will be empowered with designated oversight for investigative and personnel matters related to the Task Force and will be responsible for opening, monitoring, directing and closing Task Force investigations in accordance with ATF policy and the applicable United States Attorney General's Guidelines.

Assignments will be based on, but not limited to, experience, training and performance, in addition to the discretion of the ATF supervisor.

All investigative reports will be prepared utilizing ATF's investigative case management system, (N-Force) utilizing ATF case report numbers. The participating agency will share investigative reports, findings, intelligence, etc., in furtherance of the mission of this agreement, to the fullest extent allowed by law. For the purposes of uniformity, there will be no duplication of reports, but rather a single report prepared by a designated individual which can be duplicated as necessary. Every effort should be made to document investigative activity on ATF Reports of

Investigation (ROI), unless otherwise agreed to by ATF and the participating agency. This section does not preclude the necessity of individual SDs to complete forms required by their employing agency.

Information will be freely shared among the SDs and ATF personnel with the understanding that all investigative information will be kept strictly confidential and will only be used in furtherance of criminal investigations. No information gathered during the course of the Task Force, to include informal communications between SDs and ATF personnel, may be disseminated to any third party, non-task force member by any task force member without the express permission of the ATF Special Agent in Charge or his/her designee.

Any public requests for access to the records or any disclosures of information obtained by task force members during Task Force investigations will be handled in accordance with applicable statutes, regulations, and policies pursuant to the Freedom of Information Act and the Privacy Act and other applicable federal and/or state statutes and regulations.

INVESTIGATIVE METHODS

The parties agree to utilize Federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where state or local laws are more restrictive than comparable Federal law, investigative methods employed by state and local law enforcement agencies shall conform to those requirements, pending a decision as to a venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of ATF. All Task Force operations will be conducted and reviewed in accordance with applicable ATF and Department of Justice policy and guidelines.

None of the parties to this MOU will knowingly seek investigations under this MOU that would cause a conflict with any ongoing investigation of an agency not party to this MOU. It is incumbent upon each participating agency to notify its personnel regarding the Task Force's areas of concern and jurisdiction. All law enforcement actions will be coordinated and cooperatively carried out by all parties to this MOU.

INFORMANTS

ATF guidelines and policy regarding the operation of informants and cooperating witnesses will apply to all informants and cooperating witnesses directed by SDs.

Informants developed by SDs may be registered as informants of their respective agencies for administrative purposes and handling. The policies and procedures of the participating agency with regard to handling informants will apply to all informants that the participating agency registers. In addition, it will be incumbent upon the registering participating agency to maintain a file with respect to the performance of all informants or witnesses it registers. All information obtained from an informant and relevant to matters within the jurisdiction of this MOU will be

shared with all parties to this MOU. The registering agency will pay all reasonable and necessary informant expenses for each informant that a participating agency registers.

DECONFLICTION

Each participating agency agrees that the deconfliction process requires the sharing of certain operational information with the Task Force, which, if disclosed to unauthorized persons, could endanger law enforcement personnel and the public. As a result of this concern, each participating agency agrees to adopt security measures set forth herein:

a. Each participating agency will assign primary and secondary points of contact.
b. Each participating agency agrees to keep its points of contact list updated.

The points of contact for this Task Force are:

ATF: ATF Group Supervisor Chris Smith

Participating Agency: Grand Prairie Police Department Lt. Michael Fleming

EVIDENCE

Evidence shall be maintained by the lead agency having jurisdiction in the court system intended for prosecution. Evidence generated from investigations initiated by a SD or ATF special agent intended for Federal prosecution will be placed in the ATF designated vault, using the procedures found in ATF orders.

All firearms seized by a SD must be submitted for fingerprint analysis and for a National Integrated Ballistics Information Network (NIBIN) examination. Once all analyses are completed, all firearms seized under Federal law shall be placed into the ATF designated vault for proper storage. All firearms information/descriptions taken into ATF custody must be submitted to ATF's National Tracing Center.

JURISDICTION/PROSECUTIONS

Cases will be reviewed by the ATF Special Agent in Charge or his/her designee in consultation with the participating agency and the United States Attorney's Office and appropriate State's attorney offices, to determine whether cases will be referred for prosecution to the U.S. Attorney's Office or to the relevant State's attorney's office. This determination will be based upon which level of prosecution will best serve the interests of justice and the greatest overall benefit to the public. Any question that arises pertaining to prosecution will be resolved through discussion among the investigative agencies and prosecuting entities having an interest in the matter.

In the event that a state or local matter is developed that is outside the jurisdiction of ATF or it is decided that a case will be prosecuted on the state or local level, ATF will provide all relevant information to state and local authorities, subject to Federal law. Whether to continue

investigation of state and local crimes is at the sole discretion of the state or local participating agency.

USE OF FORCE

All fulltime SDs will comply with ATF and the Department of Justice's (DOJ's) use of force policies, unless a SDs agency's Use of Force policy is more restrictive, in which case the SD may use their respective agency's use of force policy. SDs must be briefed on ATF's and DOJ's use of force policy by an ATF official, and will be provided with a copy of such policy.

MEDIA

Media relations will be handled by ATF and the U.S. Attorney's Office's public information officers in coordination with each participating agency. Information for press releases will be reviewed and mutually agreed upon by all participating agencies, who will take part in press conferences. Assigned personnel will be informed not to give statements to the media concerning any ongoing investigation or prosecution under this MOU without the concurrence of the other participants and, when appropriate, the relevant prosecutor's office.

All personnel from the participating agencies shall strictly adhere to the requirements of Title 26, United States Code, § 6103. Disclosure of tax return information and tax information acquired during the course of investigations involving National Firearms Act (NFA) firearms as defined in 26 U.S.C., Chapter 53 shall not be made except as provided by law.

SALARY/OVERTIME COMPENSATION

During the period of the MOU, participating agencies will provide for the salary and employment benefits of their respective employees. All participating agencies will retain control over their employees' work hours, including the approval of overtime.

ATF may have funds available to reimburse overtime to the State and Local SD's agency, subject to the guidelines of the Department of Justice Asset Forfeiture Fund. This funding would be available under the terms of a memorandum of agreement (MOA) established pursuant to the provisions of 28 U.S.C. section 524. The participating agency agrees to abide by the applicable Federal law and policy with regard to the payment of overtime from the Department of Justice Asset Forfeiture Fund. The participating agency must be recognized under State law as a law enforcement agency and their officers/ troopers/investigators as sworn law enforcement officers. If required or requested, the participating agency shall be responsible for demonstrating to the Department of Justice that its personnel are law enforcement officers for the purpose of overtime payment from the Department of Justice Asset Forfeiture Fund. **This MOU is not a funding document.**

In accordance with these provisions and any MOA on asset forfeiture, the ATF Special Agent in Charge or designee shall be responsible for certifying reimbursement requests for overtime expenses incurred as a result of this agreement.

AUDIT INFORMATION

Operations under this MOU are subject to audit by ATF, the Department of Justice's Office of the Inspector General, the Government Accountability Office, and other Government-designated auditors. Participating agencies agree to permit such audits and to maintain all records relating to Department of Justice Asset Forfeiture Fund payments for expenses either incurred during the course of this Task Force or for a period of not less than three (3) years and, if an audit is being conducted, until such time that the audit is officially completed, whichever is greater.

FORFEITURES/SEIZURES

All assets seized for administrative forfeiture will be seized and forfeited in compliance with the rules and regulations set forth by the U.S. Department of Justice Asset Forfeiture guidelines. When the size or composition of the item(s) seized make it impossible for ATF to store it, any of the participating agencies having the storage facilities to handle the seized property agree to store the property at no charge and to maintain the property in the same condition as when it was first taken into custody. The agency storing said seized property agrees not to dispose of the property until authorized to do so by ATF.

The MOU provides that proceeds from forfeitures will be shared, with sharing percentages based upon the U.S. Department of Justice Asset Forfeiture policies on equitable sharing of assets, such as determining the level of involvement by each participating agency. Task Force assets seized through administrative forfeiture will be distributed in equitable amounts based upon the number of full-time persons committed by each participating agency. Should it become impossible to separate the assets into equal shares, it will be the responsibility of all the participating agencies to come to an equitable decision. If this process fails and an impasse results, ATF will become the final arbitrator of the distributive shares for the participating agencies.

DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the Task Force's goals and objectives. The parties to this MOU agree to attempt to resolve any disputes regarding jurisdiction, case assignments and workload at the lowest level possible.

LIABILITY

ATF acknowledges that the United States is liable for the wrongful or negligent acts or omissions of its officers and employees, including SDs, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Tort Claims Act.

Claims against the United States for injury or loss of property, personal injury, or death arising or resulting from the negligent or wrongful act or omission of any Federal employee while acting within the scope of his or her office or employment are governed by the Federal Tort Claims Act, 28 U.S.C. sections 1346(b), 2672-2680 (unless the claim arises from a violation of the

Constitution of the United States, or a violation of a statute of the United States under which other recovery is authorized).

Except as otherwise provided, the parties agree to be solely responsible for the negligent or wrongful acts or omissions of their respective employees and will not seek financial contributions from the other for such acts or omissions. Legal representation by the United States is determined by the United States Department of Justice on a case-by-case basis. ATF cannot guarantee the United States will provide legal representation to any State or local law enforcement officer.

Liability for any negligent or willful acts of any agent or officer undertaken outside the terms of this MOU will be the sole responsibility of the respective agent or officer and agency involved.

DURATION

This MOU shall remain in effect until it is terminated in writing (to include electronic mail and facsimile). All participating agencies agree that no agency shall withdraw from the Task Force without providing ninety (90) days written notice to other participating agencies. If any participating agency withdraws from the Task Force prior to its termination, the remaining participating agencies shall determine the distributive share of assets for the withdrawing agency, in accordance with Department of Justice guidelines and directives.

The MOU shall be deemed terminated at the time all participating agencies withdraw and ATF elects not to replace such members, or in the event ATF unilaterally terminates the MOU upon 90 days written notice to all the remaining participating agencies.

MODIFICATIONS

This agreement may be modified at any time by written consent of all participating agencies. Modifications shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATURES

_____/ 07/28/2020	_____/_____
Daniel Scesney Date	Jeffery C. Boshek Date
Chief	Special Agent in Charge, ATF
Grand Prairie Police Department	Dallas Field Division

Legislation Details (With Text)

File #:	20-10375	**Version:**	1	**Name:**	Justice Assistance Grant (JAG)
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/4/2020			**In control:**	Police
On agenda:	9/15/2020			**Final action:**	
Title:	Resolution in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for $36,300 in total funding with an agreement for $10,890 to be allocated to funding Dallas County projects and $1,778.70 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of $23,631.30 to the City of Grand Prairie				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result

From
Fred Bates, Jr.

Title
Resolution in support of a Justice Assistance Grant (JAG) application to the United States Department of Justice (DOJ), Bureau of Justice Assistance for $36,300 in total funding with an agreement for $10,890 to be allocated to funding Dallas County projects and $1,778.70 to be allocated to the City of Dallas for fiscal administration fees and expenditures leaving a net amount of $23,631.30 to the City of Grand Prairie

Presenter
Daniel Scesney, Chief of Police, and Ryan Simpson, Support Services Division Manager

Recommended Action
Approve

Analysis
The City of Grand Prairie has received notification from the Department of Justice that the City of Dallas and the Grand Prairie Police Department will receive $38,540.00 in Justice Assistance Grant funds for law enforcement purposes. An eligibility requirement that must be met prior to the distribution of the grant funds is a disparity test. The disparity test seeks to determine if the award of the grant will create an additional burden on the entity charged with prosecuting "Part I Crimes." Part I Crimes are major crimes which include; murder, rape, robbery, aggravated assault, burglary, theft and auto theft. Dallas County has indicated, in past awards, that a disparity would exist and requested that the Texas Attorney General declare the awards as disparate thus providing them with a share of the awarded grant funds. The Attorney General declared past awards as disparate resulting in the Justice Assistance Grant allocating this year's award to be disparate as well.

In addition, this year, as last year, the Bureau of Justice Assistance will allow only one city within a disparate

county, namely Dallas County, to submit the Justice Assistance Grant application. The City of Dallas Fiscal Agent has agreed to submit the grant application and future progress reports for a "Fiscal Agent Grant Administration Fee" assessed to each of the area participating cities, which are eligible in this year's grant program. Of the $38,540.00 total allocation to the City of Grand Prairie, Dallas County will receive $11,562.00 and the City of Dallas will receive $1,888.46, leaving the City of Grand Prairie with a net total of $25,089.54 to expend for law enforcement purposes.

Staff recommends this funding be used to purchase two all-terrain vehicles for the Lake Patrol Unit and rugged laptop/tablet computers for the Special Weapons and Tactics (SWAT) Team.

The Public Safety, Health, and Environmental Committee reviewed this item on September 14, 2020 and recommended that it be forwarded to the City Council for approval.

Financial Consideration

There is no required cash or in-kind match from the City.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A JUSTICE ASSISTANCE GRANT (JAG) APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ) FOR $38,540 IN TOTAL FUNDING WITH AN AGREEMENT TO SHARE FUNDING WITH DALLAS COUNTY AND THE CITY OF DALLAS

WHEREAS, the City is eligible to submit a grant application for the Justice Assistance Grant (JAG) program from the United States Department of Justice, Bureau of Justice Assistance;

WHEREAS, the City will share $11,562.00 of its $38,540 in JAG funds with Dallas County;

WHEREAS, the City will share $1,888.46 of its $26,978.00 remaining JAG funds with the City of Dallas for "Fiscal Agent Grant Administration Fee;"

WHEREAS, the City will agree to have the Bureau of Justice Assistance directly transfer $11,562.00 to Dallas County and $1,888.46 to the City of Dallas from the $38,540 JAG funds allocated for the City of Grand Prairie.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. the City Council of the City of Grand Prairie, Texas, hereby supports an agreement to share $11,562.00 of its $38,540 JAG funds for 2018 with Dallas County;

SECTION 2. the City Council of the City of Grand Prairie, Texas, hereby supports an agreement to share $1,888.46 of its $38,540 JAG funds for 2018 with the City of Dallas;

SECTION 3. this resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF SEPTEMBER, 2020.

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10376	**Version:**	1	**Name:**	Commercial Motor Vehicle Enforcement
Type:	Resolution			**Status:**	Consent Agenda
File created:	9/4/2020			**In control:**	Police
On agenda:	9/15/2020			**Final action:**	
Title:	Resolution authorizing the City Manager to apply for a grant from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, for the Grand Prairie Police Department's Commercial Vehicle Enforcement Unit to conduct commercial motor vehicle inspections, conduct public awareness campaigns, in the amount of $401,122.38				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020 HP Grant Narrative - Signed.pdf HP Grant 080120-093022.pdf Copy of 2020 HP Grant Budget - REVISED.pdf				

Date	Ver.	Action By	Action	Result

From
Fred Bates, Jr.

Title
Resolution authorizing the City Manager to apply for a grant from the U.S. Department of Transportation, Federal Motor Carrier Safety Administration, for the Grand Prairie Police Department's Commercial Vehicle Enforcement Unit to conduct commercial motor vehicle inspections, conduct public awareness campaigns, in the amount of $401,122.38

Presenter
Daniel Scesney, Chief of Police

Recommended Action
Approve

Analysis
The City of Grand Prairie covers 81.4 square miles, is the 5th largest city in the Metroplex in land mass, and is situated in three counties (Dallas, Tarrant, and Ellis). The City has a growing population of over 180,000 residents and provides emergency response service for two major Interstate Highways (I-20 and I-30), three State Highways (SH 360, SH 180, and SH 161), US Hwy 287, and Spur Hwy 303. Grand Prairie is a central and connecting City facilitating millions of large commercial vehicles each year. The City's industrial districts house some of the largest distributors in the country. Approximately 30 percent of the City's property tax value is industrial and commercial.

The mission of the Grand Prairie Police Department's Commercial Vehicle Enforcement (CVE) Unit is to enforce the laws of the State of Texas and the Federal Motor Carrier Safety Regulations to help ensure the safe

and efficient movement of commercial traffic traveling the highways and local streets within the City. Through effective enforcement and interaction with the trucking industry and citizens, the police department's goal is to reduce commercial vehicle crashes and the number of unsafe vehicles operating on the roadways.

The CVE Unit's goal is to also promote detection and correction of commercial motor vehicle safety defects, commercial vehicle driver deficiencies, and unsafe motor carrier practices before they become contributing factors to crashes and hazardous materials incidents. This should thereby contribute to the reduction of commercial vehicle crashes in the City. Due to the large volume of warehouse, industrial, and commercial space in the City, the unit plans to address the growing Metroplex problem of Commercial Motor Vehicle thefts and cargo thefts. The unit, in anticipation of proactively addressing cargo thefts, is applying for additional funds in this grant for that purpose.

Staff recommends the consideration of a resolution authorizing the City Manager to apply for a grant from the U.S. Department of Transportation Federal Motor Carrier Safety Administration (FMCSA) for the Grand Prairie Police Department's Commercial Vehicle Enforcement Unit to conduct commercial motor vehicle inspections, conduct public awareness campaigns in the amount of $401,122.38.

The Public Safety, Health, and Environmental Committee reviewed this item on September 14, 2020 and recommended that it be forwarded to the City Council for approval.

Financial Consideration

The total project cost is $471,908.68. Requested FMCSA grant funds total $401,122.38. Grant matching requirements total $70,786.30, of which $4,785.30 will be a cash match paid from the Commercial Vehicle Enforcement Fund (AU 285510), and $66,001.00 will be in-kind services.

Body

A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, IN SUPPORT OF A U.S. DEPARTMENT OF TRANSPORTATION FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION FOR THE GRAND PRAIRIE POLICE DEPARTMENT'S COMMERCIAL VEHICLE ENFORCEMENT UNIT TO CONDUCT COMMERCIAL MOTOR VEHICLE INSPECTIONS, CONDUCT PUBLIC AWARENESS CAMPAIGNS IN THE AMOUNT OF $401,122.38

WHEREAS, the Grand Prairie Police Department wishes to apply for funding this opportunity to promote detection and correction of commercial motor vehicle safety defects, commercial vehicle driver deficiencies, and unsafe motor carrier practices before they become contributing factors to crashes and hazardous materials incidents;

WHEREAS, the City will provide a cash match of $4,785.30 to the U.S. Department of Transportation Federal Motor Carrier Safety Administration;

WHEREAS, the City will provide an in-kind match of $66,001.00 to the U.S. Department of Transportation Federal Motor Carrier Safety Administration;

WHEREAS, in the event of loss or misuse of U.S. Department of Transportation Federal Motor Carrier Safety Administration funds, the City of Grand Prairie assures that the funds will be returned to the U.S. Department of Transportation Federal Motor Carrier Safety Administration;

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

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SECTION 1. the City Council of the City of Grand Prairie, Texas, does hereby authorize the City Manager to apply for a grant in the amount $401,122.38 to promote detection and correction of commercial motor vehicle safety defects, commercial vehicle driver deficiencies, and unsafe motor carrier practices before they become contributing factors to crashes and hazardous materials incidents.

SECTION 2. this Resolution shall be in full force and effect from and after its passage and approval in accordance with the Charter of the City of Grand Prairie and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF SEPTEMBER 2020.

powered by Legistar™

UNITED STATES DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Fiscal Year 2020 – High Priority Grant Application
Program Narrative

High Priority Agency: City of Grand Prairie Police Department

The City of Grand Prairie Police Department has coordinated with the MCSAP Lead Agency for the State of Texas, The Texas Department of Public Safety. We have reviewed the State of Texas CVSP to ensure that the goals and programs within this Grant Application (HP-CMV) are in line with those of our lead agency and FMCSA. Captain Steve Rundell with Texas DPS approved the Grant Application.

Program Overview

The goal of the Grand Prairie Police Department's MCSAP CVE Unit is to reduce the overall number of commercial vehicle related collisions by five (5) percent and accomplish "Zero Deaths Related to CMV Crashes" through enforcement of the Laws of the State of Texas and the Federal Motor Carrier Safety Administration. The department supports the National Safety Council's "Road to Zero" initiative, beginning with CMV safety, in a collaborative effort to eliminate traffic fatalities and create a positive safety culture through enforcement and education.

The mission of the Grand Prairie Police Department CVE Unit is to promote compliance through an organized CMV inspection program, to educate the public and CMV drivers on the dangers of distracted and aggressive driving, and to ensure the safe and efficient movement of commercial traffic traveling the highways and local streets within the city.

Program Structure

The City of Grand Prairie Police Department is submitting this Grant Application under the High Priority (HP) – CMV Safety Activities and Projects section and its related national priorities. This is an 85/15 Grant request to cover costs associated with our MCSAP program over and above our normal activities. The funding request for this grant is $401,122.38 for overtime to conduct enforcement and educational efforts, receive topical training, and attend regional and national conferences. All programs related to the Grant are designed to support national initiatives, increase public awareness and education, and reduce CMV collisions.

The City of Grand Prairie has identified the following areas within the HP-CMV priorities as goals for our program:

- Targeting Unsafe Driving of CMVs and non-CMVs in High Risk Corridors
- Improve CMV Safety and Compliance with CMV Safety Regulations
- Public Awareness and Education

As this program falls under 49 CFR 350.329, I, Sergeant Eric Hansen, a police officer/supervisor for the City of Grand Prairie, do hereby certify that the City of Grand Prairie complies with all nine conditions outlined therein, in that we have:

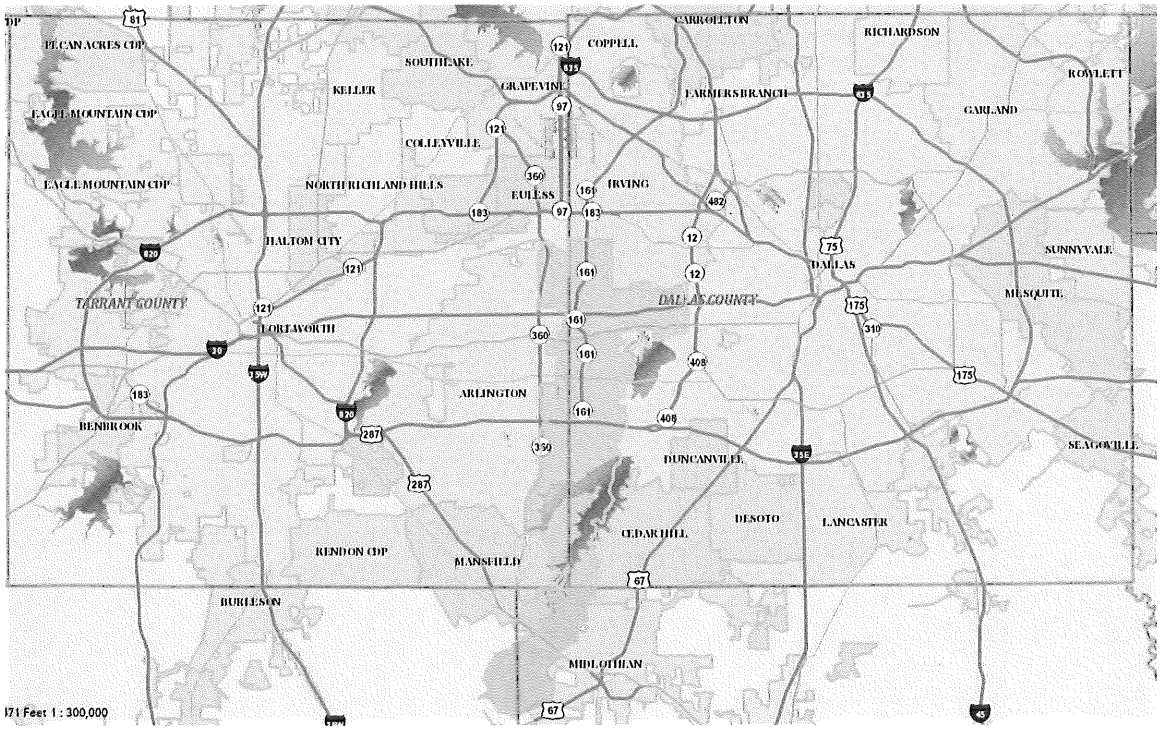
1. Submitted a proposal to FMCSA for the FY 2020 High Priority Grant that outlines how our program will be conducted,
2. We have submitted our proposal to our State lead agency (Texas Department of Public Safety) and have been given approval by Capt. S. Rundell to submit the proposal to FMCSA,
3. Our agency has a current signed Memorandum of Understanding with Texas DPS to conduct NARS inspections, we have the resources to conduct the inspections, and all certified officers maintain their certification by completing annual training and exceed the minimum number of inspections,
4. Officer N. Steppe #382, and Sgt. E. Hansen #148, are designated to implement, report, and administer the approved proposal and are the primary points of contact,
5. Our proposal is entirely an 85/15 request,
6. All required reports will be completed and submitted in a timely manner to FMCSA,
7. Our department uses the inspection software provided by our lead agency for CMV inspections. All inspections are uploaded regularly to Texas DPS to be sent to FMCSA for data collection,
8. Our agency does issue sanctions for violations of CMV and Driver laws consistent with our Memorandum of Understanding with Texas DPS,
9. Our agency participates in national initiatives including Operation Safe Driver, Operation Brake Check, Operation First Strike, and any other that Texas DPS requests our assistance with.

<u>The City of Grand Prairie, Police Department, and CMV Unit</u>

The Grand Prairie Police Department is responsible for all law enforcement within the 81 square miles encompassed by the City of Grand Prairie. The city is geographically located between two of the largest national metropolitan cities – Dallas and Fort Worth. The DFW area is the 4th largest metropolitan area in the country, but is also the least densely populated. We are the 17th most populated city in Texas, and the 7th largest city in the DFW metropolitan area. Grand Prairie is unique in that it is located along and covers highways and interstates in three (3) counties – Dallas, Tarrant, and Ellis. The Department responds to the needs of 200,000 citizens

and has the responsibility of maintaining the safety on two major interstate highways (I-20 & I-30), three state highways (SH 360, SH 180, and SH 161), US Hwy 287, and Spur 303. Both IH-20 and IH-30 have been identified by the Federal Highway Administration as part of the Primary Highway Freight System network. This network has been identified as the most critical highway portions of the U.S. freight transportation system determined by measurable and objective national data.

Grand Prairie is a central and connecting city to millions of large commercial vehicles each year. Our expanding industrial districts include warehouses and distribution centers for some of the largest distributors in the country. Central among these is the Great Southwest Industrial District (GSW). GSW is the largest industrial park in North Texas and compliments the region's role as the leading intermodal distribution center in the southwest United States. A General Motors assembly plant located in Arlington, which borders Grand Prairie to the west, utilizes additional manufacturing space in Grand Prairie. This immense operation, combined with Grand Prairie's location as a distribution hub creates a continuous chain of commercial vehicles that arrive and leave the city headed to points all across the United States.



(Grand Prairie's proximity in the region, outlined in yellow)

The Department operates a CMV enforcement component within the Traffic Unit. The CMV Unit is currently staffed by one full-time certified inspection officer and one part-time certified inspection officer. Both are trained in collision investigations to the crash reconstructionist level. The Unit is supervised by the Traffic Unit Sergeants, and organizationally reports to the

Assistant Chief of the Special Operations Bureau. The Department's inspectors are certified to complete not only Level I North American Roadside Inspections, but are further certified to conduct hazardous materials transportation, cargo tank, and other bulk HM packages.

The Unit investigates all serious bodily injury and fatal crashes involving commercial motor vehicles within the city limits and assists with follow up investigations of motor carriers involved in crashes to determine if training or corrective action is necessary to ensure compliance with safety regulations. The Unit is available to assist neighboring cities train their officers to be certified inspectors or investigations of collisions involving commercial motor vehicles. Since the Unit's inception, we have worked closely with other MCSAP agencies participating in commercial vehicle safety programs such as Operation Road Check, Operation Brake Check, and Operation Safe Driver.

The Unit inspectors continue to be committed to their involvement in the DFW Council of Safety Professionals, which meets monthly to discuss safety issues. Our inspectors attend safety meetings at local motor carrier facilities to answer questions and educate drivers on laws, driving habits, FMCSA's "Be Ready, Be Buckled" campaign, and the CSA program.

The Unit has proudly competed in, and currently assists with the annual competitions associated with the Texas Challenge and N.A.I.C., and also assists with the regional and state Truck Driver's Championship. These events are generally staffed and/or hosted by the DFW Council of Safety Professionals, Texas Department of Public Safety, other MCSAP agencies and representatives from the trucking industry. For drivers, these events provide a chance to compete and learn with others regarding safe driving habits, how to properly conduct a pre-trip inspection, and how to ensure that the equipment they are operating is maintained. The goal of these competitions for drivers is that they will take what they learn at the competition and apply it in the real world, thereby decreasing the likelihood of a collision. For inspectors, these events test their limits on knowledge of laws and ability to spot and properly document violations. Overall, all these events allow officers and drivers to work closely with each other in a non-enforcement environment to increase driver's awareness of their vehicle and its safe operation on the roadways.

Finally, the Department is most proud of its involvement with CVSA. We believe that CVSA provides the best forum for promoting commercial vehicle safety and security. High Priority grant funds have allowed our officers to attend the CVSA workshops and conferences, where they have participated on various committees and served in leadership roles within CVSA. Our participation within CVSA includes:

- ✓ In 2012, Officer Wes Bement was asked to be a part of CVSA's Reauthorization Committee. As a part of this committee, Officer Bement

While overall collisions totals have increased, we have reduced the number of severe and fatal collisions involving commercial vehicles. Current statistics also show that our CMV Unit is making excellent progress in the reduction of CMV collisions in almost all categories. Fatal and serious bodily injury CMV crashes were reduced during the FY 2017 HP Grant by 67%, far surpassing the goal of a 5% reduction in this category. Non-injury CMV crashes were reduced by 11% during the grant period.

All Collisions - City of Grand Prairie							
Collision Year	Fatal	Incapacitating	Non-Incapacitating	Possible Injury	Non-Injury	Unknown Injury	Total Collisions
2013	16	77	311	570	1,665	280	2,919
2014	16	99	327	622	1,797	338	3,199
2015	11	105	389	582	2,095	343	3,525
2016	8	94	380	661	2,391	382	3,916
2017	13	69	383	650	2,463	327	3,905
2018	12	79	316	704	2,383	284	3,778
2019	13	71	336	669	2,459	275	3,823

CMV Collisions - City of Grand Prairie							
Collision Year	Fatal	Incapacitating	Non-Incapacitating	Possible Injury	Non-Injury	Unknown Injury	Total Collisions
2013	2	5	18	18	111	7	161
2014	1	7	14	25	114	1	165
2015	1	4	13	31	128	4	181
2016	1	3	17	24	145	1	201
2017	3	6	22	21	153	4	209
2018	1	2	20	22	148	6	200
2019	1	2	20	40	136	10	209

(Source: Texas CRIS Data, February 2020)

HP-CMV Grant Activities & Projects

The following Program Activities and Projects are written for a 24 month operational period.

The Grand Prairie Police Department is dedicated to continuously work towards our goal of reducing CMV collisions, and zero deaths related to CMV collisions. All strategies and their associated programs will be divided among three categories, increased enforcement, increased inspection quality and data uniformity, and increased training and education, and all, are geared towards:

1. Promoting national programs for educating CMV and Non-CMV drivers
2. Promote national initiatives aimed at Motor Coach Safety
3. CMV safety on local streets, highways, and construction work zones through high-visibility CMV and non-CMV traffic enforcement
4. Reducing distracted driving
5. Increasing compliance with CMV safety regulations
6. Increase Driver wellness through inspections focusing on Hours of Service
7. Targeted enforcement on aggressive drivers in both CMV's and non-CMV's.
8. Increase our total number of Hazardous Material inspections
9. Increase safety through inspections concentrating on proper load securement
10. Increase safety through outreach during national initiatives such as: Operation Safe Driver Week and Operation Road Check; as well as scheduled meetings with motor carriers and their drivers to discuss evolving trends and legislative updates to help them remain compliant.

The Grand Prairie Police Department is granted authority by the Texas Department of Public Safety to conduct Federal DOT Enforcement through the Texas Transportation Code Chapter 644, which adopts the 49 CFR. The current Sergeant over the CVE Unit will be responsible for the implementation, reporting, and administration of an awarded grant and will be the primary point of contact for project during the two-year grant period. Inspection reports completed by CVE officers are uploaded to the MCMIS through Texas DPS. All CVE officers meet the minimum federal standards for certification of safety investigators as outlined in 49 CFR Part 385 subpart C and have access to FMCSA information systems to upload inspection reports.

The City of Grand Prairie, through the Police Department's CVE Unit, proposes to increase traffic enforcement during traditional and non-traditional enforcement hours utilizing a total of 5,724 hours of overtime for officers with the following goals:

- 5% reduction in all commercial vehicles crashes. We anticipate a reduction in our baseline of 209 CMV crashes in CY 2019 to 198 in CY 2022.
- 10% reduction in work zone commercial vehicle crashes. We anticipate a reduction in our baseline of 63 work zone CMV crashes in 2019 to 56 in 2022.
- 20% reduction in DWI related crashes involving CMV's. We anticipate a reduction in our baseline of 7 DWI-related CMV crashes in 2019 to fewer than 6 in 2022.

Summary of Activities (over 24 month period)

High Visibility Details	(over two year period)	440
Number of Employees	(1 per detail)	1
Number of Man Hours	(avg 4 hrs per detail)	1,760
Traffic Enforcement Contacts	(2.5 per hour)	4,400
Number of Citations	(est. 1 per contact)	4,400
Team Enforcement Details	(over a two year period)	8
Number of Employees	10 per detail	80
Number of Man Hours	(avg 3 hrs per detail)	240
Traffic Enforcement Contacts	(2.5 per hour)	600
Number of Citations	(est. 1 per contact)	600

Program Activity Plan #1

The operational times for this program are during high traffic periods. The operations will be high visibility and on the interstates and highways; therefore, marked patrol units will be utilized. Officers will either travel with traffic to observe motorists behaviors or conduct stationary enforcement utilizing LIDAR's with the capability of determining the time and distance between vehicles. This unique approach allows officers to take enforcement action against motorists who tailgate or drive aggressively. DWI enforcement will be conducted during evening and nighttime hours, and on weekends, which are times that typical CMV enforcement is reduced. This enforcement will coincide with State and Local initiatives, including "No Refusal Weekends" and "Saturation Saturdays". Multi-officer high visibility team enforcement operations will be conducted in high risk corridors on weekends and during times that typical CMV enforcement is reduced. These operations will combine speed enforcement with focusing on compliance with the "slow down, move over" law, designed to keep first responders and highway workers safe from aggressive drivers. This three-pronged approach will allow us to implement these strategies based on time of day and day of week, depending on the type of enforcement being targeted as it compares to the types of crashes that are occurring within those timeframes.

These operations are in line with the U.S. Department of Transportation's strategic goal of "Safety – Reduce transportation related fatalities and injuries across the transportation system."

Performance Measurement Plan #1

The Department will be able to evaluate the success of this program through the number of crashes reported in the operational areas. We will be able to maintain real time data that can be compared with prior year data to evaluate how much of a reduction in collisions is being generated as a result of the added enforcement through the grant program. Citations issued under the grant are tracked separately. Each citation issued is tagged "High Priority" so that their progress through the justice system can be tracked.

be utilized. Officers will focus their attention on all types of large truck transport vehicles, particularly in areas of congestion and within work zones. Officers will focus on seat belt enforcement by both CMV and non-CMV drivers, as well as on CMV safety within work zones and areas of congestion at the entrance to, and exit from these areas. We have been successful in taking enforcement action against distracted drivers who have been observed texting while driving. These operations will include enforcement in this area. All inspections will focus on critical inspection items that relate to causes of large truck collisions, as well as the safe movement of hazardous materials.

These operations are in line with the U.S. Department of Transportation's strategic goal of "Safety – Reduce transportation related fatalities and injuries across the transportation system", as well as "Accountability – Serve the Nation with reduced regulatory burden and greater efficiency, effectiveness, and accountability."

Performance Measurement Plan #2

The Department will measure the progress of this program through periodic review of inspections reports. A majority of motor carriers traveling through this area are the same companies. Over time, inspectors should see a reduction in violations and an increase in compliance as more inspections are completed. Any trends in violations will trigger a contact to the motor carrier to determine what educational aspect can be implemented to eliminate violations. Our goal is to keep our DataQ challenges at less than 5% of the total number of inspections for any given year. In 2019 only 2% of all inspections resulted in a DataQ challenge, while in 2018 5% of inspections resulted in a DataQ challenge.

Monitoring and Reporting #2

Data and violations regarding the inspections completed will be retained through DOT roadside inspection reports. All violations discovered related to this program will be reported quarterly to Rodney Baumgartner, State Programs, Texas Division, FMCSA.

Project Goal #3 - Public Awareness and Education

Introduction

Industry is constantly changing. Continuing education is essential for inspectors to stay current with the latest developments, skills, and new technologies required to ensure that safety regulations are enforced top the same nationwide standard.

Problem Statement #3

Between Congressional mandates of MAP-21, the FAST Act, and other modernization improvements, regulations are changing more than ever. It is incumbent upon inspectors to remain current on new or updated regulations. It is then the inspector's responsibility to help educate drivers and motor carriers of these changes so that they are able to remain compliant. The department has had

Performance Measurement Plan #3

Our Performance Measurements will be monitored through the Data Q process and track any changes required to be made through that process. We will request officers from other agencies and Lead Agency representatives to review our inspection process to ensure that we are staying within the established guidelines for roadside inspections. Personnel attending CVSA events will represent our agency and participate in meetings.

Monitoring and Reporting #3

All activities will be reported quarterly to Rodney Baumgartner, State Programs, Texas Division, FMCSA.

Project Goal #4 - Public Awareness and Education – Improving Safety and Compliance in Truck Routes

Introduction

Local truck routes serve an important role in creating an efficient transportation of interconnecting streets, enabling truck operators the ability to effectively ship and deliver goods and services to the consumer. Truck routes are designed to balance the needs of commerce and the trucking industry with the goal of minimizing the impacts trucks have on sensitive land uses.

Problem Statement #4

Grand Prairie's industrial parks, which are among the most extensive in North Texas, share boundaries with residential neighborhoods, often pitting local non-CMV drivers against large trucks and creating an animosity between local residents and the trucking industry. CMV drivers who find themselves on roadways that are restricted to truck traffic result in increased complaints to police about truck traffic, and creates barriers between local residents and the trucking industry. Several incidents in which CMV drivers have become lost and drove into residential areas resulted in significant damage to infrastructure and private property. These incidents nearly always generate a law enforcement response and often result in trucks being towed or escorted from the area, usually requiring street closures and further inconvenience to residents.

Truck Route Violations (by year)				
2015	2016	2017	2018	2019
517	490	703	472	771

Performance Objectives #4

In 2015 the department launched "Operation Maverick", utilizing on-duty Traffic Unit resources to spend time addressing truck route violations. The objective of this operation is to combine enforcement with educating CMV drivers and local residents about the purpose of truck routes, the importance of complying with any restricted routes, and identifying exceptions to route restrictions to accommodate the safe delivery of goods and services within these areas. Officers will be assigned to monitor areas for violations (including non-CMV violations) and assist CMV drivers in safely reaching their destinations.

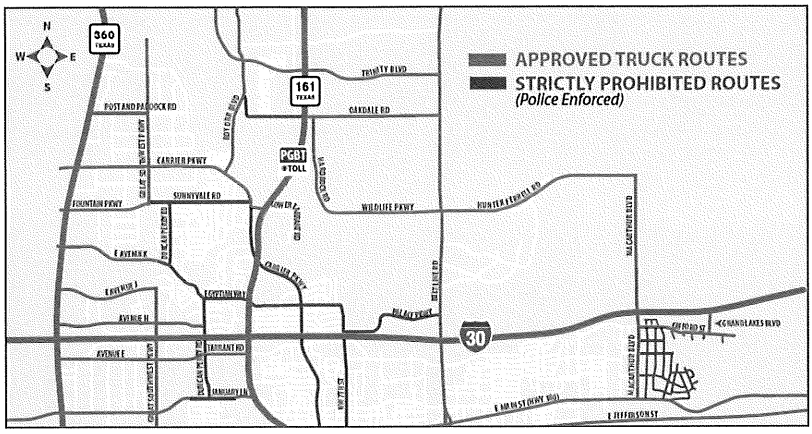
Summary of Activities (Over a 24 month operational period)

Highly Visibility Details	(over two year period)	440
Number of Employees	(1 per detail)	1
Number of Man Hours	(avg 5 hrs per detail)	2,200
Traffic Enforcement Contacts	(2 per hour)	4,400
Number of Citations	(est. 75% w/1 violation)	3,300

Program Activity Plan #4

The Department will deploy resources to areas of concern to the public and locations where violations have been observed. Efforts to reduce these violations will be through enforcement, improved signage (to include digital message boards at strategic locations), direct contact with distribution centers and commercial vehicle carriers, and the publication of online resources to emphasize safe and approved routes for truck traffic. These operations are in line with the U.S. Department of Transportation's strategic goal of "Accountability – Serve the Nation with reduced regulatory burden and greater efficiency, effectiveness, and accountability" and, indirectly, to the goal of "Infrastructure – Invest in infrastructure to ensure safety, mobility, and accessibility and to stimulate economic growth, productivity, and competitiveness for American workers and businesses".

Truck Routes | North Grand Prairie



GRand PRairie TEXAS CITY OF GRAND PRAIRIE, TEXAS • WWW.GPTX.ORG/TRUCKROUTES

(Sample Truck Route map)

Performance Measurement Plan #4

The Department will be able to evaluate the success of this program by showing a reduced number of citizen complaints about truck route violations, the reduction or elimination of infrastructure damage caused by motor carrier, and a reduction in the number of observed violations. Any violation trends identifying a specific carrier will generate a direct contact to the motor carrier to determine what educational or management aspects can be implemented to eliminate repeat violations. The department will implement a tracking system to identify problem carriers and, through contact and enforcement, reduce the number of repeat offenders by 10%.

Monitoring and Reporting #4

All activities will be reported quarterly to Rodney Baumgartner, State Programs, Texas Division, FMCSA.

Program. The person(s) signing below is (are) authorized to sign this ASSURANCE on behalf of the Recipient.

Recipient: The City of Grand Prairie Police Department

By: Daniel Scesney, Chief of Police

_____
(*signature*)

2-17-2020
_____
(*date*)

ASSURANCE APPENDIX A

During the performance of this contract, The City of Grand Prairie, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, disability, income level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or

   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor

will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX B

CLAUSES FOR DEEDS TRANSFERING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the (***The City of Grand Prairie***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Department of Transportation***), the Regulations for the Administration of **Federal Motor Carrier Safety Administration (FMCSA) Program,** and the policies and procedures prescribed by the **FMCSA** of the Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***City of Grand Prairie***) all the right, title and interest of the Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto (***City of Grand Prairie***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***City of Grand Prairie***), its successors and assigns.

The (***City of Grand Prairie***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, national origin, sex, age, disability, income level, or LEP be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***City of Grand Prairie***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described

land and facilities will thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI.)

ASSURANCE APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the (***City of Grand Prairie***) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that: In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***City of Grand Prairie***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (***City of Grand Prairie***) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (***City of Grand Prairie***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

ASSURANCE APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by (***City of Grand Prairie***) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, national origin, sex, age, disability, income-level, or LEP will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***City of Grand Prairie***) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***City of Grand Prairie***) will there upon revert to and vest in and become the absolute property of (***City of Grand Prairie***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to effectuate the purpose of Title VI.)

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but 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), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- 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.*), (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); □ The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq), as implemented by 49 C.F.R. § 25.1 et seq.

U.S Department of Transportation

Federal Motor Carrier Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS
City of Grand Prairie
1525 Arkansas Ln
Grand Prairie, TX 75052-7401

2. AGREEMENT NUMBER: 69A3602040565MHP0TX

3. AMENDMENT NO. 0

4. PROJECT PERFORMANCE PERIOD: FROM 08/01/2020 TO 09/30/2022

5. FEDERAL FUNDING PERIOD: FROM 08/01/2020 TO 09/30/2022

1A. IRS/VENDOR NO. 756000543

1B. DUNS NO. 010597169

6. ACTION New

7. CFDA#: 20.237

8. PROJECT TITLE
FY2020 HP-CMV Grant Program

TITLE	FEDERAL	NON-FEDERAL	TOTAL
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00
10. THIS AGREEMENT	401,122.00	70,782.00	471,904.00
11. TOTAL AGREEMENT	401,122.00	70,782.00	471,904.00

12. INCORPORATED ATTACHMENTS
THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:

FMCSA Financial Assistance Agreement General Terms and Conditions, Recipient project narrative and indirect cost rate agreement (if applicable) are incorporated by reference unless/except as noted below.

13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT
49 U.S.C. §§ 31102(l); 31104 (2016), as amended by the FAST Act, Pub. L. No. 114-94, §§ 5101(a) and (c) (2015), Further Consolidated Appropriations Act, 2020 Pub. L. No 116-94

14. REMARKS
See Award Conditions.

GRANTEE ACCEPTANCE		AGENCY APPROVAL	
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL		17. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL	
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL	16A. DATE	18. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL	18A. DATE

AGENCY USE ONLY

19. OBJECT CLASS CODE: 41000

20. ORGANIZATION CODE: M600000000

21. ACCOUNTING CLASSIFICATION CODES

DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FM-MHP-0547-20-01-00	17X05720MH	2020	0905710MHP	401,122.00

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
08/01/2020	09/30/2020	Quarterly	10/30/2020
10/01/2020	12/31/2020	Quarterly	01/30/2021
01/01/2021	03/31/2021	Quarterly	04/30/2021
04/01/2021	06/30/2021	Quarterly	07/30/2021
07/01/2021	09/30/2021	Quarterly	10/30/2021
10/01/2021	12/31/2021	Quarterly	01/30/2022
01/01/2022	03/31/2022	Quarterly	04/30/2022
04/01/2022	06/30/2022	Quarterly	07/30/2022
07/01/2022	09/30/2022	Final	12/29/2022

AWARD CONDITIONS

1. This Notice of Grant Award (NGA) is to award the Recipient with the total award amount authorized in Block 11 to implement the FY 2020 High Priority Grant Program.

   The FMCSA approves the total project plan, line item budget and budget narrative as requested in the original application. The FY 2020 total recommended amount is $471,904 (Federal award = $401,122 / Recipient match = $70,782).

   If the recipient is requesting indirect costs, the recipient may not request these costs for reimbursement until it has submitted a current approved indirect cost rate agreement to the FMCSA Division Office, and the GMO mailbox below:

   FMCSAWSCGMOHelpDesk@dot.gov

   The recipient and any sub-recipient must also comply with the applicable FMCSA general terms and conditions attached to this NGA. Failure to comply with the terms and conditions attached and any additional provisions directly reflected in this NGA may result in enforcement actions as outlined in 2 CFR §§ 200.338 and 200.339

   Project #4 Special Terms & Conditions: The Recipient agrees to conduct the appropriate NAS level of inspection (1-3) each time a CMV contact is made; Within 30 days of award provide FMCSA Division with an updated project narrative (Problem Statement, Objective, Activity Plan, Performance Measurement, and Monitoring) to include baseline data showing the violations and crashes in the areas as described in the Program Activity Plan; and Submit quarterly reports to include updated data reflecting the safety impact of the project.

AWARD ATTACHMENTS

City of Grand Prairie 69A3602040565MHP0TX

1. Standard Term and Conditions

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
FINANCIAL ASSISTANCE AGREEMENT GENERAL TERMS AND CONDITIONS

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration's (FMCSA) authorizing legislation, The Fixing America's Surface Transportation Act [FAST Act], Pub. L. No. 114-94, §5101 (2015) granted FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding "(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) FAST Act, Pub. L. No. 114-94, §§ 5101 and 5104 (2015), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations; (4) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977.

For all Federal awards, compliance with statutory and national policy requirements also includes the provisions of the Federal Funding and Accountability Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity, codified at 2 C.F.R. part 25 and 2 C.F.R. part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. §§ 2324 and 2409 and 41 U.S.C. § § 4304, 4310, and 4712.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all Subrecipient agreements and third-party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law;

however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 C.F.R. § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 C.F.R. § 200.318, General procurement standards, through § 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

d. Subawards.

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

e. Pass-Through Entity.

Pass-through entity means a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 C.F.R. §§ 200.330, 200.331, 200.332, and 200.505.

f. Prohibition Against Transferring An Award.

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a Subrecipient is not considered as the subrogation of the Recipient's award.

Section 5. Internal Controls. The Recipient must:

a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;

c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;

d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, Subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or·Subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be

involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- **i.** The employee, officer, board member, or agent;
- **ii.** Any member of his or her immediate family;
- **iii.** His or her partner; or
- **iv.** An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or Subrecipient or impair the contractor's or Subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of $100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of $100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and

Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 C.F.R. §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of $500,000 or more, the Recipient agrees to:

a. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and

b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final Federal financial report is submitted (form SF-425), the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 C.F.R. § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 C.F.R. § 200.336.

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501.

c. Other Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 C.F.R. § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 C.F.R. § 200.501 to:

The Federal Audit Clearinghouse Bureau of the Census
1201 East 10 Street,
Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 C.F.R. § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project. The Recipient agrees to require each Subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 16. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week at https://www.oig.dot.gov/Hotline. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA 's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable if prior approval is not required and costs are

incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 C.F.R. § 200.407 and § 200.308, the Recipient must obtain prior , written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; subawarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget if such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 C.F.R. § 200.302. Consistent with the provisions of 2 C.F.R.§ 200.305, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members.

All costs charged to the Project, including any approved services contributed by the Recipient

or others, shall be supported by properly executed payroll documents, time and attendance records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All match expenditures shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other financial documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of approved costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must be in compliance with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers, 31 C.F.R. part 205. To receive a Federal assistance payment, the Recipient must:

i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:

A. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and

B. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.

ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;

iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and

iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for DOT Financial Assistance Awardees.

Subject to the requirements in 2 C.F.R. § 200.305, payments will be made after receipt of required FMC SA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi elnvoicing System.

The following are the procedures for accessing and utilizing the Delphi elnvoicing System.

i. Grant Recipient Requirements.

A. Recipient must have internet access to register and submit payment requests through the Delphi elnvoicing system.

B. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

ii. System User Requirements.

A. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.

B. The DOT will send the Recipient an email with an electronic form to verify the Recipient 's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-1 00
PO Box 25710
Oklahoma City, OK 73125.

C. The DOT will validate the form and email a user ID and password to the Recipient. The Recipient should contact the FMCSA grants management office with changes to their system information.

D. Note: Additional information, including access forms and training materials, can be found on the DOT elnvoicing website:
https://www.transportation.gov/cfo/delphi-einvoicing-system

E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT elnvoicing website https://www.transportation.gov/cfo/delphi-einvoicing-system or by contacting FMCSA.

Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. Reimbursement Payment by FMCSA. If the reimbursement method is used, the Recipient agrees to:

i. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and

ii. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.

iii. Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is in compliance with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse approved costs incurred by the Recipient up to the maxi mum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 C.F.R. § 200.305(b)(5) State, local government, nonprofit organizations and Indian tribunal Recipients and Subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on

such funds before requesting additional cash reimbursements.

f. Reimbursable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

i. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;

ii. Be necessary to accomplish the Project;

iii. Be reasonable for the goods or services purchased;

iv. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

v. Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);

vi. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:

A. For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 C.F.R. § 200, subpart E; and

B. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulations, 48 C.F.R. part 31.2, "Contracts with Commercial Organizations" apply.

vii. Be satisfactorily documented; and

viii. Be treated uniformly and consistently as non-Federal funds under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its Subrecipients and contractors.

g. Indirect Costs.

If indirect costs are included in the approved budget, the Recipient may not request these costs for reimbursement absent a current approved indirect cost rate agreement submitted to the FMCSA Division Office, and included as part of the official grant record.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

As described in 2 C.F.R. § 200.403, factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double-charged or inconsistently charged as both. Except as provided above, if a Recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The Recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until an approved rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The Recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting funding from direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate will require an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs. A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;

ii. The costs are necessary to conduct the project; and

iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. § 200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made;(2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;

ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and

iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds based on a later audit or other review. Unless prohibited by law,

FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income.

Recipient agrees to comply with the regulations relating to program income, located at 2 C.F.R. §§ 200.305(b)(5) and 200.307 for State, local government, Indian tribunal recipients, and non-profit organizations, and their Subrecipients.

Program income means gross income earned by the Recipient, Subrecipient, or contractor under a grant that is directly generated by a grant-supported activity or earned because of the award during the award period. "During the grant period " is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 C.F.R. § 200.307 (c), Governmental revenues, taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 C.F.R. §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribunal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 -March 31, April 1-June 30, July 1- September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;

ii. A description of any technical and/or cost problem(s) encountered or anticipated

that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;

iii. An outline of work and activities planned for the next reporting period; and

iv. A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF-425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. If the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 21. Non-Discrimination.

The Recipient will comply with all Federal authorities relating to nondiscrimination. 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), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R . § 21.1 et seq. and 49 C.F.R. § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 C.F.R. § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 C.F.R. part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation

regulations at 49 C.F.R. parts 37 and 38;

- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d) the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 C.F.R. § 1601.1, et seq.
- The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

The Recipient agrees to incorporate in all contracts having a value of over $10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 C.F.R. part 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over $10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 C.F.R. § 1607, and the Affirmative Action Guidelines, 29 C.F.R. § 1608. The applicant/Recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

a. General.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 C.F.R. §§ 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards detailed in 2 C.F.R. §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

b. Use of Project Property.

i. The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State Recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State Recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

ii. The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

c. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

i. The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

ii. The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

A. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third-party contract, subaward, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

B. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third-party with respect to Project property.

C. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

D. The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

g. Transfer of Project Property.

i. The State Recipient agrees to transfer Project property in accordance with State law and procedures.

ii. The Non-State Recipient understands and agrees as follows:

A. Transfers.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

B. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non- State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document.

Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 C.F.R. § 200.307.

i. Disposition of Project Property.

i. The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.

ii. The Non-State Recipient agrees to dispose of Project property as follows:

A. With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

B. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.

C. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

D. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

E. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

1. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

2. **Real Property**. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. part 24, or by straight line depreciation, whichever is greater.

3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

j. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

k. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or

ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

l. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

n. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 25. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) regarding labor standards for federally-assisted construction sub-agreements.

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a Recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the Recipient, third-party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third-party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non- exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may

the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

ii. As authorized by 2 C.F.R. § 200.315(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

A. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

B. Any rights of copyright to which a Recipient, Subrecipient, or a third-party contractor purchases ownership with Federal assistance.

iii. When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, Subrecipient, third-party contractor, or third-party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

iv. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

v. Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

vi. The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out

under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

vii. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

i. An acknowledgment of FMCSA support and a disclaimer must appear in any Recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated (fill-in appropriate identification of grant/cooperative agreement);"

ii. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

iii. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. §§ 701 et seq.) and implementing regulations (49 C.F.R. part 32), which require, in part, that Recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires Recipient organization personnel to have unsupervised physical access to a federally controlled facility for

more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 31. Liability.

The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not

invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled.

However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third-party au it reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 C.F.R. § 200.16, occurs when all required Project work and all administrative procedures described in 2 C.F.R. § 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party 's responsibility under this agreement and project plan, shall not be released by the Recipient to any third-party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. **Prohibition on Human Trafficking.**

   The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. **Wild and Scenic Rivers Act of 1968.**

   The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. **Fly America Act.**

   The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 401 18.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801- 3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient 's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryptions standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 39. Adaptability to Climate Changes.

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITD) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITD capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of $25,000 or more that OMB create a searchable, no cost, publicly accessible website(http://usaspending.gov/) that includes basic

information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of $25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $25,000.

Section 42. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

> "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.
>
> "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.

Targeting Unsafe Driving of CMVs & Non-CMVs in High Risk Crash Corridors								
	Number of Personnel	Hours Per Detail	Number of Details	Total Number of Hours	Hourly Pay Rate	Fringe	Total Cost for Objective	15% In-Kind Match
Inspection & Enforcement	1	4	440	1760	$61.51	$14.73	$134,185.30	$20,127.79
Multi-Officer Team Enforcement	10	3	8	240	$61.51	$14.73	$18,297.99	$2,744.70
Administrative Time				80	$76.03	$18.21	$7,539.13	$1,130.87
Total for Section Objectives							**$160,022.42**	**$24,003.36**

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Improve CMV Safety and Compliance with CMV Regulations								
	Number of Personnel	Hours Per Detail	Number of Details	Total Number of Hours	Hourly Pay Rate	Fringe	Total Cost for Objective	15% In-Kind Match
Inspection and Enforcement Officers	2	5	120	1200	$61.51	$14.73	$91,489.97	$13,723.50
Administrative Time				40	$76.03	$18.21	$3,769.57	$565.44
Total for Section Objectives							**$95,259.54**	**$14,288.93**

Education and Awareness Enforcement								
	Number of Personnel	Hours Per Detail	Number of Details	Total Number of Hours	Hourly Pay Rate	Fringe	Total Cost for Objective	15% In-Kind Match
Truck Route Safety/Compliance	1	5	440	2200	$61.51	$14.73	$167,731.62	$25,159.74
Operation Safe Driver (Education)	2	10	1	20	$61.51	$14.73	$1,524.83	$228.72
Operation Safe Driver (Enforcement)	2	4	8	64	$61.51	$14.73	$4,879.47	$731.92
Motor Carrier Safety Meetings	2	5	4	40	$61.51	$14.73	$3,049.67	$457.45
Administrative Time				80	$76.03	$18.21	$7,539.13	$1,130.87
Total for Section Objectives							**$184,724.72**	**$27,708.71**

Education and Awareness Training							
Event	Membership and Fees	Travel	Lodging and Meals	Total Per Person	Attendee's	Total Cost for Objective	Less City Cash Match
CVSA Membership	$500.00	$0.00	$0.00	$500.00	1	$500.00	$75.00
2020 CVSA Annual Conf	$550.00	$400.00	$1,288.00	$2,238.00	2	$4,476.00	$671.40
2021 CVSA Workshop	$550.00	$400.00	$1,648.00	$2,598.00	2	$5,196.00	$779.40
2021 CVSA Annual Conf	$600.00	$400.00	$1,288.00	$2,288.00	2	$4,576.00	$686.40
2022 CVSA Workshop	$550.00	$400.00	$1,648.00	$2,598.00	2	$5,196.00	$779.40
2022 CVSA Annual Conf	$600.00	$400.00	$1,288.00	$2,288.00	2	$4,576.00	$686.40
2021 COHMED	$450.00	$100.00	$1,116.00	$1,666.00	1	$1,666.00	$249.90
2022 COHMED	$450.00	$100.00	$1,116.00	$1,666.00	1	$1,666.00	$249.90
NARS Part A	$0.00	$0.00	$675.00	$675.00	2	$1,350.00	$202.50
NARS Part B	$0.00	$0.00	$675.00	$675.00	2	$1,350.00	$202.50
NARS Part C	$0.00	$0.00	$675.00	$675.00	2	$1,350.00	$202.50
Total for Section Objectives						**$31,902.00**	**$4,785.30**

Equipment and Supplies - Not requested in Grant			
		Total Cost for Objective	Less City Cash Match
Computer Software Lic		$0.00	$0.00
Inspection Equipment		$0.00	$0.00
Total for Section Objectives		**$0.00**	**$0.00**

Program Totals		
	Total Cost	Local Funds
Total Objective/Grant Cost For Program	**$471,908.68**	
Total In-Kind Match		**$66,001.00**
Total Cash Match		**$4,785.30**
Total Match		**$70,786.30**

15% check	$70,786.30
85% check	$401,122.38

Total Grant Funding		
$114,057.50	$108,257.60	$25,927.70
$15,553.30	$14,762.40	$3,535.59
$6,408.26	$6,082.40	$1,456.73
$136,019.06		

Total Grant Funding		
$77,766.48	$73,812.00	$17,677.97
$3,204.13	$3,041.20	$728.37
$80,970.61		

Total Grant Funding		
$142,571.88	$135,322.00	$32,409.62
$1,296.11	$1,230.20	$294.63
$4,147.55	$3,936.64	$942.83
$2,592.22	$2,460.40	$589.27
$6,408.26	$6,082.40	$1,456.73
$157,016.01		

Total Grant Funding	Travel	Other
$425.00	$0.00	$500.00
$3,804.60	$3,376.00	$1,100.00
$4,416.60	$4,096.00	$1,100.00
$3,889.60	$3,376.00	$1,200.00
$4,416.60	$4,096.00	$1,100.00
$3,889.60	$3,376.00	$1,200.00
$1,416.10	$1,216.00	$450.00
$1,416.10	$1,216.00	$450.00
$1,147.50	$1,350.00	$0.00
$1,147.50	$1,350.00	$0.00
$1,147.50	$1,350.00	$0.00
$27,116.70		

Total Grant Funding
$0.00
$0.00
$0.00

Grant Funds
$401,122.38

$8,848.29	$17,696.58
$50,140.30	$100,280.60

City of Grand Prairie

City Hall
300 W. Main Street
Grand Prairie, Texas

Legislation Details (With Text)

File #:	20-10379	**Version:**	1	**Name:**	2020 PSHE Committee Meeting Schedule
Type:	Agenda Item			**Status:**	Agenda Ready - Committee
File created:	9/8/2020			**In control:**	City Secretary
On agenda:	9/14/2020			**Final action:**	
Title:	2021 Public Safety, Health and Environment Committee Meeting Schedule				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PSHE Meeting Schedule 2021				

Date	Ver.	Action By	Action	Result

From
Mona Lisa Galicia, Deputy City Secretary

Title
2021 Public Safety, Health and Environment Committee Meeting Schedule

Presenter
Jeff Copeland, Chairman

powered by Legistar™

2021 PUBLIC SAFETY, HEALTH AND ENVIRONMENT COMMITTEE

MEETING SCHEDULE

(First Monday or following Monday if there's a holiday)

January 4

February 1

March 1

April 5

May 3

June 7

July 12

August 2

September 13

October 4

November 1

December 6