

CITY COUNCIL

1520 AVENUE K



DATE: 12/13/2010
CALL TO ORDER: 7:00 p.m.
INVOCATION: The Reverend Clint Kerley
Christ Church Plano
PLEDGE OF ALLEGIANCE: Jr. Girl Scout Troop 2206
Andrews Elementary

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>THE MISSION OF THE CITY OF PLANO IS TO PROVIDE OUTSTANDING SERVICES AND FACILITIES, THROUGH COOPERATIVE EFFORTS WITH OUR CITIZENS THAT CONTRIBUTE TO THE QUALITY OF LIFE IN OUR COMMUNITY.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.</p> <p><u>PROCLAMATIONS & SPECIAL RECOGNITION</u></p> <p>Presentation: To the Plano Public Library System from Friends of the Plano Public Library</p> <p><u>COMMENTS OF PUBLIC INTEREST</u></p> <p><u>This portion of the meeting is to allow up to five (5) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.</u></p> <p><u>CONSENT AGENDA</u></p> <p><u>The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. Citizens are limited to two (2) items and discussion time of three (3) minutes each.</u></p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Approval of Expenditures</u></p> <p>Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)</p>	
(a)	Bid No. 2011-24-B for the Park System Pond Restoration, Project No. 5895 to Ark Contracting Services, LLC in the amount of \$339,500 and authorizing the City Manager to execute all necessary documents.	
(b)	Bid No. 2011-29-B for Hoblitzelle Park Improvements - Restroom Renovation, Project No. 6021 to Cole Construction, Inc. in the amount of \$444,945 and authorizing the City Manager to execute all necessary documents.	
(c)	RFP No. 2010-209-C for a one (1) year contract with five (5) City optional renewals, for Third Party Claims Administrator to Alternative Service Concepts, LLC for the Risk Management Department in the amount of \$350,000 and authorizing the City Manager to execute all necessary documents.	
(d)	Bid No. 2011-21-B for the 2009-2010 Residential Concrete Pavement Rehab Zone J5 South, bounded by Cross Bend Road on the north, Independence Parkway on the west, Parker Road on the south and Custer Road on the east, to McMahan Contracting, L.P. in the amount of \$1,567,403 and authorizing the City Manager to execute all necessary documents.	
	<p>Purchase from an Existing Contract</p>	
(e)	To approve the purchase of construction services for Gun Range Additional Parking Lot in the amount of \$55,209 from CORE Construction Services of Texas, Inc. through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4955)	
(f)	To approve the purchase of Print Services in the estimated annual amount of \$50,000 from Office Depot through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R5023)	
	<p>Approval of Change Order</p>	
(g)	To Motorola USA, Inc., increasing the contract by \$202,487 for equipment and services associated with the CSP P25 Simulcast System, Change Order #3. Contract No. 2009-137-C.	
(h)	To McMahan Contracting, L.P., increasing the contract by \$38,155 for the 14th Street – Avenue K to Ridgewood project, Change Order No. 1. Original Bid No. 2010-14-B.	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>Adoption of Resolutions</u></p>	
(i)	<p>To modify the contract by and between Legal Aid of Northwest Texas and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager; and providing an effective date.</p>	
(j)	<p>To modify the contract by and between Interfaith Housing Coalition and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano, reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to approval of the reallocation of funds previously approved to Legal Aid of Northwest Texas ; approving its execution by the City Manager; and providing an effective date.</p>	
(k)	<p>To approve the terms and conditions of a Texas Traffic Safety Program Grant Agreement by and between the State of Texas and the City of Plano, Texas; authorizing the City Manager to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.</p>	
(l)	<p>To approve a Contract for receipt of funds in the amount of \$122,448 from the Texas State Library and Archives Commission – Loan Star Libraries Grant Number: 442-11690 to provide funds to maintain, improve, and enhance the Plano Public Library System by providing funding for the following: 19 ITG Self Check Machines and Microsoft Office Instructors; approving its execution by the City Manager; and providing an effective date.</p>	
(m)	<p>To approve the terms and conditions of an Agreement for Mutual Aid by and between the City of Plano, Texas, and other participating local governments of the State of Texas for the purpose of sharing available resources, personnel, and equipment in the event of an emergency, disaster, and/or civil disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager; and providing an effective date.</p>	
(n)	<p>To support reallocating the 700 MHz D Block to Public Safety for a nationwide interoperable public safety broadband network; authorizing the City Manager to support; and providing an effective date.</p>	
(o)	<p>To approve the terms and conditions of a Mutual Release and Termination Economic Development Incentive Agreement by and between the City of Plano and FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA); authorizing its execution by the City Manager; and providing an effective date.</p>	
(p)	<p>To approve the financing by the Red River Education Finance Corporation of education facilities located within the City of Plano, Texas for John Paul II High School, Inc.; authorizing its execution by the City Manager; and providing an effective date.</p>	

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p><u>ITEMS FOR INDIVIDUAL CONSIDERATION:</u></p> <p><u>Public Hearing Items: Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The presiding officer may extend these times as deemed necessary.</u></p> <p><u>Non-Public Hearing Items: The Presiding Officer may permit limited public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order cards are received until the cumulative time is exhausted.</u></p> <p>(1) Consideration of a Resolution to approve updates of the Rules and Regulations for the use of Buffington Community Services Grant funds; authorizing its execution by the City Manager; and providing an effective date.</p> <p>(2) Public Hearing and Comment: Review of the Consolidated Annual Performance Report for the use of Federal Funds 2009-10 grant year as received by the U.S. Department of Housing and Urban Development.</p> <p><u>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. Training Room A/Building Inspections Training Room are located on the first floor. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</u></p>	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		City Manager's Office		
Department Head		Thomas Muehlenbeck		
Agenda Coordinator (include phone #): Melinda White X7548, Cindy Pierce X5161				
CAPTION				
Presentation: To the Plano Public Library System from Friends of the Plano Public Library				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(s):				
COMMENTS:				
SUMMARY OF ITEM				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/13/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2011-24-B for the Park System Pond Restoration, Project No. 5895 to Ark Contracting Services, LLC in the amount of \$339,500 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	600,000	0	600,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-339,500	0	-339,500
BALANCE	0	260,500	0	260,500

FUND(S): CAPITAL RESERVE AND MUNICIPAL DRAINAGE FUND

COMMENTS: Funds are included in the 2010-11 Capital Reserve and Municipal Drainage Funds. This item, in the amount of \$339,500, will leave a current year balance of \$260,500 for other silt removal projects.

STRATEGIC PLAN GOAL: Pond restoration relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends that the bid received from Ark Contracting Services, LLC in the amount of \$339,500 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents.

The base bid in the amount of \$339,500 is for silt excavation, hauling, disposal, site restoration and sod installation. Silt removal is planned for three sites in the park system; Russell Creek Park, Prairie Meadow Park and Hoblitzelle Park.

The bid of Ark Contracting Services, LLC is below the project budget of \$600,000.

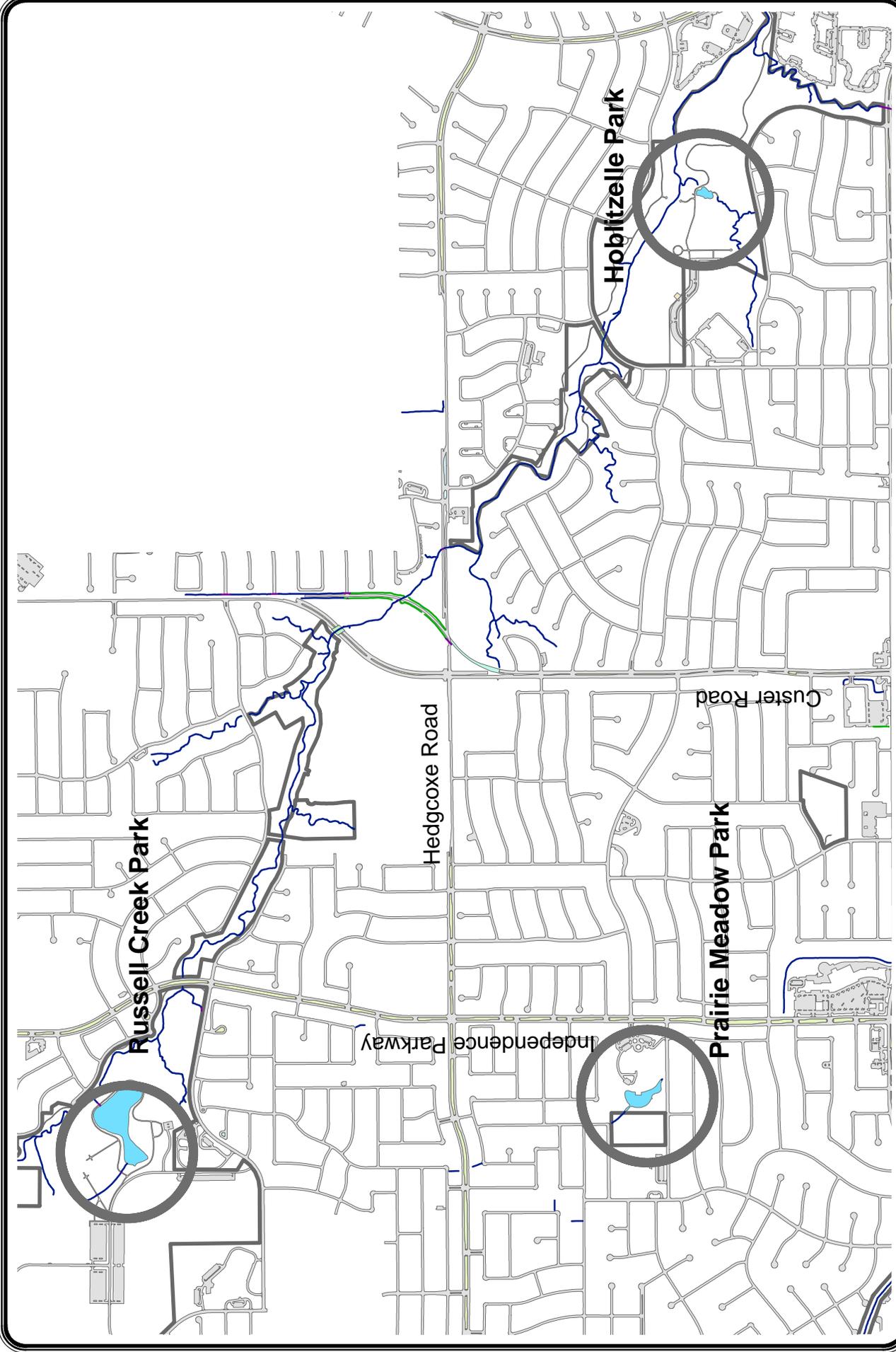
In the event the low bidder cannot execute contract documents, staff recommends that the project be rebid.

The references of Ark Contracting Services, LLC have been found to be satisfactory. Funding is available in the 2010-11 Capital Reserve Fund and the Municipal Drainage Fund.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

List of Supporting Documents: Location Map Bid Tabulation	Other Departments, Boards, Commissions or Agencies



Parks & Recreation Department
Park Planning

Park System Pond Restoration

**CITY OF PLANO
BID TABULATION
2011-24-B
PARK SYSTEM POND RESTORATION - PROJECT NO. 5895
NOVEMBER 19, 2010 @ 10:00 A.M.**

BIDDER:	BID BOND	TOTAL BASE BID
ARK CONTRACTING SERVICES, LLC	Yes	\$ 339,500.00
SHIRLEY & SONS CONSTRUCTION CO.	Yes	\$ 589,529.50

I certify that the above includes all firms contacted to bid and that replies are exactly as stated.

Bev Rogers

Bev Rogers, Buyer

November 19, 2010

Date

“BID TABULATION STATEMENT”

ALL BIDS SUBMITTED FOR THE DESIGNATED PROJECT ARE REFLECTED ON THIS BID TAB SHEET. **HOWEVER, THE LISTING OF A BID ON THIS SHEET SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH BID OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH BID AS RESPONSIVE.** THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF BIDS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF PLANO PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL BIDDER UPON AWARD OF THE CONTRACT AND, ACCORDING TO LAW, ALL BIDS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

PURCHASING DIVISION
CITY OF PLANO TEXAS



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/13/10
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Bid No. 2011-29-B for Hoblitzelle Park Improvements - Restroom Renovation, Project No. 6021 to Cole Construction, Inc. in the amount of \$444,945 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	107,282	1,724,718	300,000	2,132,000
Encumbered/Expended Amount	-107,282	-88,081	0	-195,363
This Item	0	-444,945	0	-444,945
BALANCE	0	1,191,692	300,000	1,491,692

FUND(S): CAPITAL RESERVE

COMMENTS: Funds are included in the 2010-11 Capital Reserve. This item, in the amount of \$444,945, will leave a current year balance of \$1,191,692 for Athletic Field and Restroom Renovations.

STRATEGIC PLAN GOAL: Park restroom renovations relate to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends that the bid received from Cole Construction, Inc. in the amount of \$444,945 be accepted as the lowest responsible bid conditioned upon timely execution of any necessary contract documents. This amount includes the base bid of \$426,684, and Alternate 1 the amount of \$18,261.

The base bid includes replacement of the restroom that serves the athletic fields at Hoblitzelle Park. The restroom was built in 1984; it has experienced severe structural damage due to foundation movement in the drought of 2007. The base bid also includes concrete repairs adjacent to the restroom, and renovation and extension of a wrought iron fence adjacent to the parking lot. The alternate bid item is for replacement of the barrier fencing which has deteriorated between the businesses on the south property line and athletic fields at High Point Park.

The low bid is under the consultant's estimate of \$452,000. In the event the low bidder cannot execute the contract documents, staff recommends that the project be awarded to the second low bidder, JDC Construction in the amount of \$451,900 which includes the base bid only.



CITY OF PLANO COUNCIL AGENDA ITEM

The references of Cole Construction, Inc. have been found to be satisfactory. Funding is available in the 2010-11 Capital Reserve Fund.

List of Supporting Documents:

Location Map

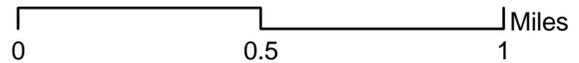
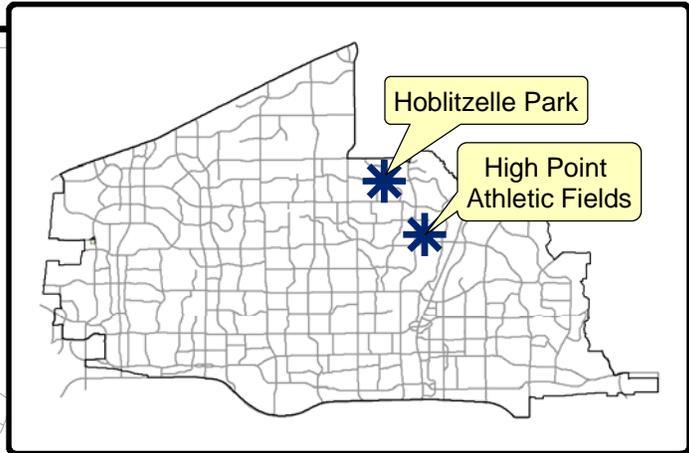
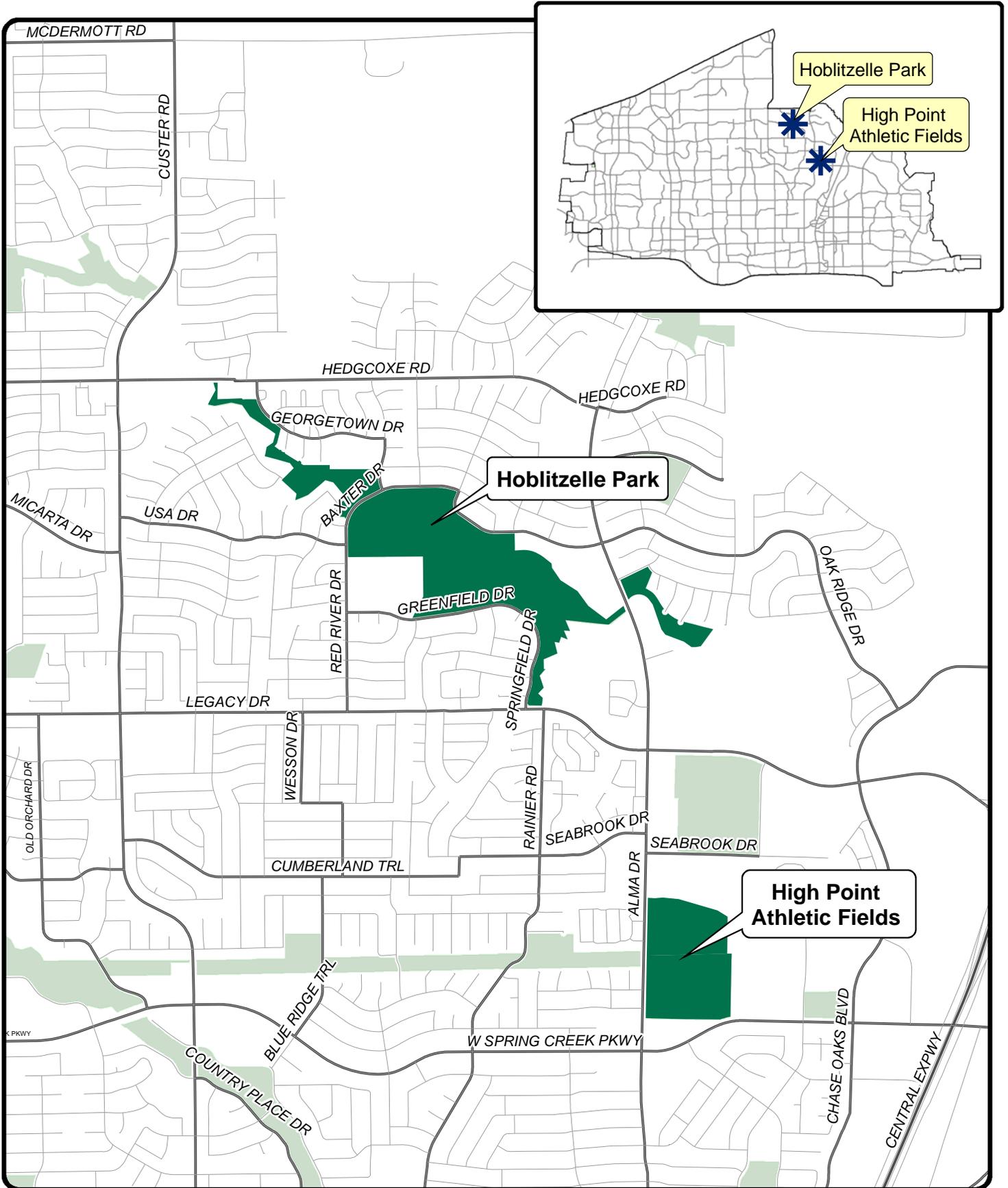
Bid Tabulation

Other Departments, Boards, Commissions or Agencies



Location Map

Hoblitzelle Park & High Point Athletic Fields



Contractor

Cole Construction JDC Construction

HOBLITZELLE RESTROOM BASE BID

Site Preparation ~ Demolition ~ Mobilization		\$ 23,820.00	\$ 55,000.00
Earthwork		\$ 3,500.00	\$ 11,000.00
Concrete Grade Beams		\$ 11,660.00	\$ 8,000.00
Pre-Manufactured Restroom by PRC		\$ 260,851.00	\$ 282,000.00
Electrical Panels and Irrigation Equipment		\$ 55,190.00	\$ 58,000.00
Concrete Plaza		\$ 46,246.00	\$ 32,000.00
Fence Repair		\$ 16,417.00	\$ 2,400.00
Fiberglass Embedded Signage		\$ 4,000.00	\$ 2,500.00
All Other Work		\$ 5,000.00	\$ 1,000.00
GREEN CONCRETE		-	-
~A~ BASE BID TOTAL - HOBLITZELLE PARK		\$ 426,684.00	\$ 451,900.00
ALTERNATES			
(Alt 1) Fencing @ High Point		\$ 18,261.00	\$ 19,000.00
	Base Bid A + Alternate 1	\$ 444,945.00	\$ 470,900.00
(Alt 2) Pora-Let Enclosure @ Enfield Park		\$ 29,432.00	\$ 30,000.00
	Base Bid A + Alternate 1-2	\$ 474,377.00	\$ 500,900.00
ALT. BID TOTAL		\$ 47,693.00	\$ 49,000.00
	BASE BID + ALTERNATES	\$ 474,377.00	\$ 500,900.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/13/2010			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): Bev Rogers ext. 7376					
CAPTION					
RFP No. 2010-209-C for a 1 year contract with 5 City optional renewals, for Third Party Claims Administrator to Alternative Service Concepts, LLC for the Risk Management Department in the amount of \$350,000, and authorizing the City Manager to execute all necessary documents.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11 & 2011-12; Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	480,352	111,233	591,585
Encumbered/Expended Amount		0	-106,188	0	-106,188
This Item		0	-238,767	-111,233	-350,000
BALANCE		0	135,397	0	135,397
FUND(s): PROPERTY/LIABILITY LOSS					
<p>COMMENTS: This item is to award a contract to Alternative Service Concepts to provide claims administration services to the City for all claims and/or losses involving workers' compensation, property & casualty claims against the City. Expenditures in the amount of \$238,767 will be made from the FY 2010-11 Budget while expenditures in the amount of \$111,233 will be made from approved budget appropriations in the FY 2011-12 Budget.</p> <p>STRATEGIC PLAN GOAL: Reviewing and taking appropriate actions on insurance claims relates to the City's Goal of "Financially Strong City with Service Excellence".</p>					
SUMMARY OF ITEM					
The Risk Management staff recommends the purchase of Third Party Claims Administrator services from Alternative Service Concepts, LLC, in the estimated annual amount of \$350,000.00.					
List of Supporting Documents: Award Recommendation Memo RFP Recap			Other Departments, Boards, Commissions or Agencies		

INTEROFFICE MEMORANDUM

TO: BEV ROGERS, BUYER

FROM: DARRELL T. EDWARDS, RISK MANAGER 

SUBJECT: AWARD RECOMMENDATION: CLAIMS ADMINISTRATION
SERVICES: RFP 2010-209-C

DATE: 11/18/2010

CC: LASHON ROSS, DEPUTY CITY MANAGER OF PUBLIC
OPERATIONS & BUSINESS CENTER

The Office of Risk Management (ORM) recommends Alternative Service Concepts, the City's current service provider, be awarded the contract to provide claims administration services pursuant to the specifications in RFP 2010-209-C and Alternative Service Concept's responding proposal documents.

Although Alternative Service Concepts was the sole responsive bidder, the selection committee carefully reviewed their proposal submission and required a formal presentation to ensure continued alignment of interest of both parties – a healthy partnership between client and service provider.

The following additional information is attached for your review: excerpt from the RFP (Selection Process, Scope of Services and Requirements, Evaluation Criteria, and Submission Checklist) and final rating matrixes.

Please review and initiate necessary steps to award this contract to Alternative Service Concepts.

respond within ten (10) business days will be grounds for declaring vendor non-responsive to specifications.

SELECTION PROCESS

The selection process will involve two steps:

- (1) The Selection Committee will receive responses from the City of Plano Purchasing Department from potential Respondents in response to the RFP. Based on the responses to the criteria listed in the RFP, the Selection Committee will short-list Respondents for further consideration.
- (2) The short-listed Respondents will be invited to make a formal presentation at a specific time and place. Those Respondents invited to make a formal presentation should be prepared to expound on ideas presented in their written response. The formal presentation will be used to further refine the score of the written proposal. All costs associated with the presentation will be at the expense of the Respondents.

SCOPE OF SERVICES AND REQUIREMENTS

- A. During the term of **the** contract, the **PROPOSER** must be able to handle all lines of insurance claims to include workers' compensation, automobile liability, automobile physical damage, first party property damage within the City's self insured retention level, and general liability claims. **PROPOSER'S** handling of professional liability lines (public official, employment practices, emergency medical technician professional, and law enforcement professional) will consist of establishment of a claim file, intake of information submitted by the City Attorney's Office and maintenance of claim files. The **PROPOSER** will:
- Review all claims and/or losses reported during the term of this Contract which involve workers' compensation, property & casualty claims against **CITY**.
 - Investigate, adjust, settle or resist all such losses and/or claims within the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500) and in accordance with the **CITY's** claims handling procedures; a copy of which is attached to this **document (See Exhibit C: Special Claims Handling Procedures)**.
 - To investigate, adjust, settle or resist all such losses and/or claims in excess of the agreed discretionary settlement authority limit of Two Thousand Five Hundred Dollars (\$2,500) only with specific prior approval of the **CITY's** Risk Manager.
 - Report excess claims to the **CITY's** excess carrier(s).
 - Report worker's compensation claims involving firefighters as prescribed by the Texas Commission on Fire Protection (Standards Manual for Fire Protection Personnel, Chapter 435 – Fire Fighter Safety, 23 – Fire Fighter Injuries as adopted effective February 17, 2010) in addition to normal worker's compensation claim processing.
 - To furnish all claim forms necessary for proper claims administration.
 - To establish claim and/or loss files for each reported claim and/or loss. Such files shall be the exclusive property of the **CITY**. Such files shall be available for review by client at any reasonable time, with notice.

- To comply with all state and federal reporting mandates on behalf of the **CITY. PROPOSER** must cooperate with audits of their files by City staff, the City's insurance carriers and other third parties designated by the City at no additional charge to the City.
- B. **PROPOSER** will ensure personal delivery of any documentation needed for any TDI-DWC administrative hearing, conferences, and other official proceedings at no additional cost to the **CITY. PROPOSER** must develop and deliver reports and other documentation related to claim files as requested by the City at no additional charge to the City.
- C. **PROPOSER** will prepare and submit IRS form 1099 for all vendors and mail the forms to vendors. The City handles approximately 102 forms annually.
- D. The **CITY** requires 100% dedicated in-house claims administration services and corresponding staff. Any additional personnel to be involved in **CITY** claims handling at a later date must have a resume submitted for prior review and consultation with the **CITY**. Resumes must include a summary of education, experience, licenses, and languages spoken/written.
- E. Notification of changes in staff must occur prior to the change. If a change in dedicated in-house servicing staff is necessary for any reason, the **CITY** must be provided written notice a minimum of 15 working days in advance. The **CITY** requires a minimum of 15 working days notice of any planned absence of servicing staff including requests for vacation. If a servicing staff member misses more than five (5) consecutive days of work, the **PROPOSER** must provide alternative staffing. The **CITY** reserves the right to request additional staff or a change in staff as circumstances prevail. If the **CITY** requests a change in staff, the **PROPOSER** must provide alternative staff within 30 days of notice by the **CITY**.
- F. Minimum qualifications for personnel handling **CITY** claims:

Position

1. Senior Claims Adjuster

Qualifications

Licensed by the TDI as a multiple lines claims adjuster with a minimum of ten (10) years experience in workers' compensation claims, including municipal claims and five (5) years experience in adjusting liability claims including municipal claims. The Senior Claims Adjuster must have a minimum of 1 year of supervisory experience and must have supervisory authority granted by **PROPOSER** over other assigned staff. The **CITY** will consider documented planning of considerable day-to-day oversight of the account manager assigned to provide management direction to the Senior Claims Adjuster in lieu of years of experience related to liability claims handling.

2. Claims Adjuster

Licensed by the TDI as a multiple lines claims

adjuster with a minimum of four (4) years experience in handling workers' compensation claims, preferably for Texas municipalities, and two (2) years in handling liability claims. The CITY will consider documented planning of considerable day-to-day oversight of the account manager assigned to provide management direction to the Claims Adjuster in lieu of years of experience related to liability claims handling.

3. Claims Assistant

High school diploma or equivalent with a minimum of 3 years experience in a clerical setting.

- G. **PROPOSER** must be available for claims reporting on a 24-hour basis. Account servicing staff must be available to handle a multi-line account 24 hours a day, 365 days per year. Field claims investigations are desired by the CITY. One Claims Adjuster must be available to respond to calls related to CITY accidents and incidents during working hours, after working hours and at night and weekends. Field investigation will occur when requested by a City official on the scene of accidents and incidents and/or as required by the City's Risk Manager.
- H. Any duplicate payments or overpayments made due to **PROPOSER's** oversight or negligence shall be the responsibility of the **PROPOSER**; the **PROPOSER** will reimburse the CITY for same, within 30 days. In addition, **PROPOSER** will provide the CITY an overpayment report by type, reason, payee and by fiscal year on monthly basis.
- I. **PROPOSER** will provide liability claims services including damage appraisals.
- J. **PROPOSER** will cooperate with any insurance, risk management, investigation, law firm or any other organization designated by the CITY. The CITY reserves the absolute right and authority to select all vendors (i. e. law firms and cost containment service providers: bill review firms, per-certification firms, etc.) associated with providing services used by the vendor as part of its handling of CITY's claims
- K. **PROPOSER** will cooperate with any insurance, risk management, investigations, law firm or any other organization designated by CITY.
- L. **PROPOSER** will fully comply with CITY's special claims handling procedures as listed in **Exhibit C: Special Claims Handling Procedures**.
- M. **PROPOSER** will meet with the CITY'S Risk Management Office as required by the CITY's Risk Manager.
- N. The selected **PROPOSER** will be subject to periodic claims audits by internal CITY staff and/or an independent firm at the discretion of the CITY.
- O. **PROPOSER** must incorporate a best practices or quality control commitment service agreement as a material element of contract performance.

- P. Quality control documentation (audit reports, corrections required, correction action completion dates, and auditor's final report) must be provided to **CITY** no later than 30 days after receipt by **PROPOSER**.
- Q. **PROPOSER** must provide assigned servicing staff's annual performance appraisals to the **CITY** for review no later than 30 days after the appraisals are completed.
- R. Risk Management Information System/Claims Administration Software System Requirement:
1. The **CITY** contracts with its current claims administration service provider to provide read only access to MarshStar StarsWeb for reporting and claim review. Under this arrangement the **CITY**: (1) has designated employee to report claims through an online application (2) has the ability to deliver customized reports automatically on a scheduled basis to designated employees (3) has the ability to setup claim notification alerts inclusive of protocols/handling procedures (4) has the ability to add customized conditions, sorts, filters related to loss reports and define outputs.
 2. The **CITY** will not convert to proprietary systems of **PROPOSERS** or leased systems licensed by for use by **PROPOSERS**. The **CITY** requires that **PROPOSERS** have a license to use MarshStars.

EVALUATION CRITERIA

I. PRICING FOR SERVICES (40%)

- A. Transparency of pricing is a major concern of the **CITY**. The **PROPOSER** must precisely define what the service agreement covers as well as the amount of annual administration fee or annual management fee. **PROPOSER** must list and define precisely what constitutes allocated expenses. The **CITY** desires a one (1) year obligation for the **PROPOSER** to service present, past and future **CITY** claims.
- B. The **PROPOSER** may submit other services that will be provided or that can be offered in their proposal that were not specifically requested by the **CITY**. The cost for services not specifically required by the **CITY** must be separately identified from the basic cost of required services. Additional services that are offered at no cost must be specifically identified as such. The listing of these services will not affect the overall evaluation score.
- C. Pricing for services must be submitted in a sealed envelope as a separate component of your proposal.

II. DEMONSTRATED ABILITY TO PROVIDE CLAIMS ADMINISTRATION AND SUPPORT SERVICES (30%)

- A. Supply a list of all potential servicing personnel with a current resume of each adjuster and the assigned account manager who will be assigned to handle or is in

any way involved in the handling of **CITY** claims. Resumes must include a summary of education, experience, licenses, and languages spoken/written.

- B. Provide the employee turnover rate for branch offices of any in-house servicing arrangements or other non-in-house claim servicing arrangements by location for the last three (3) years.
- C. **PROPOSER** must identify and explain its methodology in ensuring continued professional development of assigned in-house dedicated staff.
- D. **PROPOSER** must agree and facilitate an onsite visit by appropriate members of the **CITY** of one of its in-house claims services office locations if available. If **PROPOSER** does not have an in-house claims service office, **PROPOSER** must agree and facilitate an onsite visit of one of its centralized claims servicing office.
- E. **PROPOSER** must show documented proof of the use of best practices and quality control procedures (i. e. written best practices policy, minimum claim standard policy, etc.) reflecting current industry standards, technical and system competencies, and compliance review.
- F. The **PROPOSER** must describe how performance and quality control are measured (internal audit process, identification of auditors, how well the audit worksheet and criteria reflect best practices, frequency of audits, sufficiency of the sampling of claim files, results and an action plan to correct deficiencies, compliance and improvement elements).
- G. **PROPOSER** must provide writing samples of investigatory reports, settlement requests, claim diaries, claim notes, and other customary claims administration documents identified by service staff proposed for assignment under this contract.
- H. **PROPOSER** must explain its job performance rating methodology and provide **CITY** with a copy of its performance management plan. Job performance appraisals of servicing staff proposed to be assigned to the **CITY** must accompany **PROPOSER'S** proposal.
- I. **PROPOSER** will provide medical case management services, per-certification, bill review and other cost containment services typically described as Allocated Loss Adjustment Expenses (ALAE). **PROPOSER** must submit a list of allocated loss adjustment expenses outlining explanations of the expense. Any services contemplated to be contracted out must be identified inclusive of identification of any affiliations or financial arrangements. **PROPOSER** must disclose any revenue or potential revenue generated in connection with **CITY** claims and the corresponding annual dollar figures. Those relationships will be disclosed including transparency of any fees or financial arrangements between same. **PROPOSER** must identify any affiliation and/or financial relationship with contract services providers using **Exhibit D, Contracted Services Affiliation/Financial Relationship Sheet**.

III. INDUSTRY EXPERIENCE, REPUTATION & PROFESSIONALISM (20%)

- A. **PROPOSER** must provide benchmarking statistics comparing itself nationally, state-wide, across industry groups and by type of insured organization. If **PROPOSER**

does not maintain this type of information, the PROPOSER is required to explain how financial performance is measured and results against their marketplace.

- B. Provide a minimum of five (5) insurance carrier references and a minimum of five (5) client references inclusive of past and present clients. There must be at least one (1) past client reference included. Preference will be given to **PROPOSER** with references from clients with in-house dedicated servicing arrangement with **PROPOSER**. References must include, but are not limited to information pertaining to experience in terms of longevity, assignment of staff and specific experience in handling claims for municipalities.
- C. The **PROPOSER** is required to submit a document including, but not limited to, the number of years experience and scope of experience each potential employee of the **CITY** account has in working with MarshStar StarsWeb (see Risk Management software requirement under Scope of Services item R).

IV. TRANSITION PLAN (10%)

- A. **PROPOSER** must identify, in the form of a written transition plan, how it would transition claims servicing of the **CITY**'s account at the conclusion of the contract term, in cases where servicing is moved from the **PROPOSER** to an insurer or excess carrier or to another service provider. The Transition Plan must address (1) transition and orientation of new staff (Claims Assistant, Claims Adjuster & Senior Claims Adjuster) and transition from a dedicated third party claims management plan structure to alternative third party claims management plan structures. **PROPOSER** must explain in writing options available to **CITY** at the conclusion of the contract term for continued handling of open claims including short-term contract extensions.

SUBMISSION CHECKLIST

The following items must be submitted:

1. List of servicing personnel
2. Resumes of servicing personnel (include additional personal as appropriate)
3. Turn-over rate statistics
4. Insurance carrier & client references
5. Professional development statement
6. Written transition plan
7. Written statement regarding contract conclusion options including continued claims handling of open claims
8. Allocated Loss Adjustment Expense (ALAE) list & explanation
9. Pricing for services in a **separate and sealed envelope** including a statement and explanation of additional services available for additional fees and free of charge
10. Documented proof of best practices and quality control procedures
11. Written samples of claim administrative documentation
12. Employee performance management plan
13. Benchmarking statistics
14. Written explanation of how performance and quality control measurement is accomplished
15. Listing of City assigned staff's years of experience and scope of experience with MarshStars StarsWeb software.
16. Exhibit D, Contracted Services Affiliation/Financial Relationship Sheet (duplicate as many copies as necessary)

RATING MATRIXES

	Evaluation Criteria	F Evaluator A	F Evaluator B	F Evaluator C	Technical Score Per Evaluator (# of Evaluators)	Comments
1	Claims Administration & Support Services (30%) Industry Experience, Reputation and Professionalism (20%)	4	4	4	4.0	Submission listed good responses to all criteria in this section of the RFP and a couple of excellent responses (assigned adjuster experience was excellent, availability of account manager and vice president was excellent, sample documentation was excellent, ongoing staff development was excellent. / Experienced adjusters with resumes included, low turnover rate, and in-house staff. Examples of written forms and documents provided. / Proposal demonstrates adequate staffing with appropriate expertise. Client reference included multiple other public entities and two insurance carriers the City is familiar with and well respected in the industry. / Document indicates staff with more than 65 years claim experience. Heavy purchasing with MARSH STARS. / Extensive experience and demonstrated competence.
2		3	4	4	3.7	Better than merely responsive but did not provide any alternative staffing structures (ex. In-house versus offsite centrally located dedicated staff).
3	Transition Plan (10%)	2	3	3	2.7	
4	Pricing for Services (40%)	5	5	5	5.0	ASC was the only responsive, responsible bidder.

TECHNICAL MATRIX Evaluation Criteria	Weighting	AVERAGE SCORE		WEIGHTED SCORE	
		ASC	ASC	ASC	ASC
Claims Administration & Support Services	30%	4.00		1.20	
Industry Experience, Reputation and Professionalism	20%	3.67		0.73	
Transition Plan	10%	2.67		0.27	
Pricing for Services	40%	5.00		2.00	
TECHNICAL TOTAL	100%	15.33		4.20	

CITY OF PLANO

RFP NO. 2010-209-C RFP FOR THIRD PARTY CLAIMS ADMINISTRATORS RFP RECAP

RFP opening Date/Time: October 22, 2010 @ 3:00 PM

Number of Vendors Notified: 1702

Vendors Submitting "No Bids": 0

Number of Proposals Submitted: 2
Alternative Service Concepts, LLC
Texas Municipal League Intergovernmental Risk Pool

Proposals Evaluated Non-Responsive to Specification: 1

Recommended Vendor(s):

Alternative Service Concepts, LLC

Bev Rogers

October 22, 2010

Bev Rogers, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	12/13/2010
Department:	Public Works Administration / David Falls
Department Head	Alan Upchurch
Agenda Coordinator (include phone #): Kim McFarland (972-769-4109)	

CAPTION

Award of Bid No. 2011 - 21 - B, for the 2009-2010 Residential Concrete Pavement Rehab Zone J5 South, bounded by Cross Bend Road on the north, Independence Parkway on the west, Parker Road on the south and Custer Road on the east, to McMahon Contracting, L.P. in the amount of \$1,567,403 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,467,415	6,509,585	3,000,000	10,977,000
Encumbered/Expended Amount	-1,467,415	-3,059,180	0	-4,526,595
This Item	0	-1,567,403	0	-1,567,403
BALANCE	0	1,883,002	3,000,000	4,883,002

FUND(s): CAPITAL RESERVE

COMMENTS: Funds are included in the 2010-11 Capital Reserve. This item, in the amount of \$1,567,403, will leave a current year balance of \$1,883,002 for the Residential Street & Alley Replacement project.

STRATEGIC PLAN GOAL: Street and alley pavement repairs relate to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

Staff recommends the bid for the 2009-10 Residential Concrete Pavement Rehab Zone J5 South to McMahon Contracting, L.P., in the amount of \$1,567,403 for Alternate No. 1 (Cement that is produced by cement manufacturing that meets or are below the source cap limits for emissions established by the TCEQ) which is within 5% of the base bid, be accepted as the lowest responsible bidder for the project conditioned upon timely execution of all necessary documents.

This project involves the repair of 161,064 SF of street pavement, 183,222 SF of alley pavement, 9,947 LF of curb and 8,685 SF of sidewalk pavement in the residential area bounded by Cross Bend Road on the north, Independence Parkway on the west, Parker Road on the south and Custer Road on the east.

The secondary vendor being recommended is Jerusalem Corporation in the amount of \$1,703,624.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Engineer's estimate for this project is \$2,092,574.

List of Supporting Documents:
Bid Tabulation
Location Map

Other Departments, Boards, Commissions or Agencies

CITY OF PLANO

BID NO. 2011-21-B

2009-10 Residential Concrete Pavement Rehab – Project Zone J5 South Project No. 6094

BID TABULATION

Bid opening Date/Time: November 12, 2010 @ 3:00PM

Number of Bids Submitted:

<u>COMPANY NAME</u>	<u>Total Base Bid</u>	<u>Bid Bond Present</u>	<u>Alternate 1</u>
McMahon Contracting LP	\$ 1,567,402.72	Yes	\$ 1,567,402.72
Jerusalem Corporation	\$ 1,703,624.00	Yes	\$ 1,703,624.00
Jim Bowman Construction	\$ 1,783,414.50	Yes	\$ 1,783,414.50
Ken-Do Contracting	\$ 1,795,541.70	Yes	\$ 1,795,541.70
Camino Construction	\$ 1,874,896.00	Yes	\$ 1,874,896.00
Santos Construction	\$ 2,007,852.52	Yes	\$ 2,007,852.52
Jet Underground Utilities	\$ 2,069,000.00	Yes	\$ 2,069,000.00

Nancy Corwin

November 12, 2010

Nancy Corwin, Buyer

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x7549				
CAPTION				
To approve the purchase of construction services for Gun Range Additional Parking Lot in the amount of \$55,209 from CORE Construction Services of Texas, Inc. through an existing contract with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R4955)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	110,000	0	110,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-55,209	0	-55,209
BALANCE	0	54,791	0	54,791
FUND(S): CRIMINAL INVESTIGATION FUND (12)				
<p>COMMENTS: Funds are available in the 2010-11 Criminal Investigation Fund. This item in the amount of \$55,209, will leave a balance of \$82,395 for capital outlay items in the Criminal Investigation Fund after a 50% cost reimbursement of \$27,604 from the Richardson Police Department.</p> <p>STRATEGIC PLAN GOAL: Parking lot improvements relate to the City's Goal of Financially Strong City with Service Excellence and Partnering for Community Benefit.</p>				
SUMMARY OF ITEM				
Facilities Maintenance staff recommends approval of the purchase of construction services for Gun Range Additional Parking Lot from CORE Construction Services of Texas, Inc. in the amount of \$55,209 conditioned upon timely execution of any necessary contract documents. Project will add 21 spaces to accommodate increased demand. Project cost will be split with the City of Richardson. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract Number R4955)				
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies	



Phil Dyer
Mayor

Lee Dunlap
Mayor Pro Tem

Pat Miner
Deputy Mayor Pro Tem

Ben Harris
Place 2

André Davidson
Place 3

Lissa Smith
Place 4

Harry LaRosiliere
Place 5

Jean Callison
Place 7

Thomas H. Muehlenbeck
City Manager

TO: Dianne Wike, Buyer Supervisor
FROM: Richard Medlen
Facilities Maintenance Superintendent 
DATE: November 22, 2010
SUBJECT: **Gun Range Additional Parking Lot**

I am recommending approval of the attached proposal from Core Construction, utilizing their cooperative purchasing TCPN Contract R4955, in the amount of \$55,209 for the proposed additional parking lot for 21 parking spaces. An additional cooperative purchasing proposal was also received from KBR for \$84,836.

The funding for the project will be split between the Plano and Richardson Police Departments.

Please contact me if you have any questions.

/rmt

Cc: Jim Razinha
Greg Rushin
Glen Brashear
Paul Glenn



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		December 13, 2010			
Department:		Purchasing			
Department Head		Mike Ryan			
Agenda Coordinator (include phone #): Heather Parkerson x7554					
CAPTION					
To approve the purchase of Print Services in the estimated annual amount of \$50,000 from Office Depot through an existing contract/agreement with The Cooperative Purchasing Network (TCPN) and authorizing the City Manager to execute all necessary documents. (TCPN Contract Number R5023)					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2010-11 & 2011-12; Annual Contract with Renewals	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	0	0	0
Encumbered/Expended Amount		0	0	0	0
This Item		0	0	0	0
BALANCE		0	0	0	0
FUND(S):					
COMMENTS:					
Approval of this item will extend the City's print services relationship with Office Depot. The estimated annual amount of \$50,000, based on previous years expenditures for printing services through Office Depot, will be spent from budgeted funds across various departments within the City of Plano.					
STRATEGIC PLAN GOAL: Contracting out for printing services relates to the City's goal of a Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
Staff recommends approval of a purchase for Print Services from Office Depot in the estimated annual amount of \$50,000 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring Local governments to seek competitive sealed bids for items. (TCPN Contract Number R5023)					
List of Supporting Documents: Memorandum			Other Departments, Boards, Commissions or Agencies		



Memorandum

Date: November 17, 2010
To: Purchasing Department
From: Dana Conklin, Director of Public Information
Subject: Printing Services Recommendation

The current contract with Office Depot for printing services under the US Communities option expires on December 31, 2010.

In order to provide employees with an established fixed price list for services, staff recommends we continue our print services relationship with Office Depot through the cooperative purchase agreement available through The Cooperative Purchasing Network (TCPN).

This will continue to provide staff with a pricing agreement for print services but will not prohibit the use of other print services should they be found to be more cost-effective on a per order basis.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Sharron Mason x7247				
CAPTION				
Approval of change order to Motorola USA, Inc., increasing the contract by \$202,487.00 for equipment and services associated with the CSP P25 Simulcast System, Change Order #3. Contract No. 2009-137-C.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	14,657,205	9,342,795	0	24,000,000
Encumbered/Expended Amount	-14,657,205	-2,440,796	0	-17,098,001
This Item	0	-202,487	0	-202,487
BALANCE	0	6,699,512	0	6,699,512
FUND(S): TECHNOLOGY IMPROVEMENTS (CO'S/TAX NOTES)				
<p>COMMENTS: Funds are available from the 2008 and 2009 sale of Tax Notes and 2010 sale of Certificates of Obligation. This item, in the amount of \$202,487, will leave a current year balance of \$6,669,512 for the Radio System Infrastructure Replacement project.</p> <p>STRATEGIC PLAN GOAL: Simulcast site additions for the radio system infrastructure replacement project relate to the City's Goals of Financially Strong City with Service Excellence and Safe Large City.</p>				
SUMMARY OF ITEM				
<p>Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the P25 Simulcast system. The change order will consist of changes in equipment and services as described in the following tables labeled: 1. Changes in Equipment; and 2. Changes in Services.</p> <p>Staff recommends approval of Change Order No. 3. The contract total will be \$13,994,886.00, which includes change orders of 14.04% of the original contract amount of \$12,271,398.00.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Change Order 3				



Equipment and Services Associated with Pending Change Order – City of Plano Change Order #3, P25 Simulcast System

Contract # CSP 2009-137-C

Contract Date: 12/23/2009

Motorola and the City of Plano intend to process a change order associated with the ongoing deployment of the P25 Simulcast system. The change order will consist of equipment and services as described in the following tables. As indicated in the Pricing section, the change order will represent an increase of the City's existing purchase order by the amount of **\$202,486.72**.

Changes in Equipment:

This change order accounts for the following changes in equipment :

- Deletion of the formerly proposed UPS for the Avenue K dispatch center. The original design called for the placement of the Master Site core networking equipment at the Avenue K site ; therefore the UPS was proposed in order to provide provide backup power to the Master Site equipment. Subsequent to contract award, the design was changed such that the Master Site equipment is now located at the Avenue N repeater site, which is already equipped with an UPS. Thus, negating the need for the two (2) 18kVA UPS' at Avenue K. The associated installation services are also being removed from the scope of the project, as indicated in the « Changes in Services » section below.
- Addition of one (1) 18kVA UPS at the City of Plano Radio Shop. This includes the associated battery cabinet, bypass switch and batteries. Installation services are also included and are described in the « Changes in Services » section below.
- Decreased scope associated with the City of Plano logging recorder interface: This change order includes the deletion of the previously proposed and contracted Voice Print International logging recorder solution, which consisted of a modification to the City's existing Voice Print system and the addition of the Genesis trunking information database interface. Subsequent to contract award, the City of Plano opted to delete the contracted design and purchase additional trunked radios, each tuned to a specific talkgroup, as the interface to the existing logging recorder. This change order reflects the elimination of the Voice Print and Genesis hardware and software. The purchase of additional trunked radios is captured in a previously executed change order (Motorola Change Order #8).
- Addition of SmartZone Trunking software option to previously procured Consolettes. The procurement of additional consolettes is captured in a previously executed change order (Motorola Change Order #8)
- Addition of conventional repeaters: At the City's request, this change order includes the addition of five (5) 800MHz conventional repeaters (806-870MHz). Motorola is providing the repeaters in the form of base radio equipment only. The configuration of each repeater is as follows:
 - MTR3000 Base Radio
 - 800MHz, 100W power
 - Duplexor
 - Circulator
 - Rack-mount hardware

**Changes in Equipment:**

4-wire wireline interface
Programming cable

Changes in Services:

This change order accounts for the following changes in implementation services:

- Increased scope of training services: In response to the City's request, Motorola has modified the original Training Plan (and associated pricing) to accommodate two sessions of each of the technician and administrator training sessions. The resulting training outline is included as an attachment to this change order document and Motorola will perform the training sessions indicated therein.
- Decreased scope of training services: In response to the City's request, Motorola has removed all mobile and portable radio user training as well as all dispatch operator and console administrator training (train-the-trainer) sessions.
- Decreased scope of Parkway site antenna system installation: The original contract included a new cable ladder for the Parkway tower in order to accommodate the transmission lines associated with the new P25 Simulcast system and Alcatel microwave equipment. Subsequent to contract award, it was determined that the existing cable ladder had enough space to accommodate all of the new transmission lines.
- Decreased scope of Doghouse site antenna system installation: The original contract included new antennas for the Doghouse site. Subsequent to contract award, it was decided that the existing antennas would be re-used in the new system due to the relatively short tower height and low height above average terrain of the Doghouse site's location. The City of Plano opted to keep the new antennas for future use, and new transmission lines were installed. The decreased scope is commensurate NOT installing the new antennas.
- Decreased scope of Avenue K UPS system installation: As indicated in the "Changes in Equipment" section above, the Avenue K UPS system is being de-scoped from the project. The associated installation services are also being de-scoped.
- Increased scope – UPS at Plano Radio Shop: As indicated in the "Changes in Equipment" section above, a new UPS will be installed at the City of Plano Radio Shop. Installation services for the new UPS are included in this change order. Installation services include:
 1. Complete Engineering and design drawings
 2. Furnish & install (1) new 400AMP fused disconnect.
 3. Furnish & install (1) new 60AMP fused disconnect.
 4. Furnish & install (1) new wire way.
 5. Furnish & Install (1) new "MDP" 120/208v 3PH 4W 400AMP MLO 42 circuit panel
 6. Furnish & install (1) new "A" 120/208v, 3PH 4W 200AMP MLO 42 circuit panel
 7. Install (1) type 1 TVSS
 8. Install (1) type 2 TVSS
 9. Install (1) Bypass switch
 10. Install (1) 18KVA UPS
 11. Install (2) Type 3 TVSS
 12. Furnish & install (1) 100AMP fused at 80AMP disconnect between the UPS and bypass switch
 13. Furnish & install (1) new "UPS 1" 120/240v 1PH 3W 200AMP MLO 42 circuit



<p>panel</p> <p>14. Furnish & install (1) new "UPS 2: 120/240v 1PH 3W 200AMP MLO 42 circuit panel</p> <p>15. Furnish & install new ground buss bar</p>
--

Schedule Changes:
None. There will be no increase or decrease in the overall project time-line.

Pricing Changes:			
This following table provides the pricing associated with the individual changes in equipment and services cited in the sections above:			
Item	Equipment	Services	Total
Increased training		173,747.92	173,747.92
Revised scope Parkway antenna installation (deduct cable ladder)		(4,622.06)	(4,622.06)
Revised scope Doghouse antenna installation (deduct antenna installation)		(5,714.22)	(5,714.22)
Avenue K UPS (removed)	(81,513.00)	(9,462.24)	(90,975.24)
Radio Shop UPS (added)	40,756.50	65,303.41	106,059.91
Credit for unused Motorola, Voice Print and Genesis Software & Hardware	(2,190.70)	(39,821.35)	(42,012.05)
5 ea MTR3000 conventional stations	51,775.00		51,775.00
SmartZone software for previously procured consolettes	18,000.00		18,000.00
Credit left over from Change Order #8		(3,772.52)	(3,772.52)
		Grand Total	\$202,486.72

Customer Responsibilities:
The City of Plano will provide antenna systems for the conventional repeaters, and perform the installation of conventional repeaters and associated antenna systems.
The City of Plano will provide adequate space and HVAC facilities at the Radio Shop for the new UPS. The City of Plano will perform a power consumption load study (by the City's contractor/engineer) in anticipation of a generator and manual transfer switch to be placed at the Radio Shop in the future. The City will acquire increased commercial AC service (e.g. 400A) at the Radio Shop facility as required, given the outcome of the City's power consumption load study.

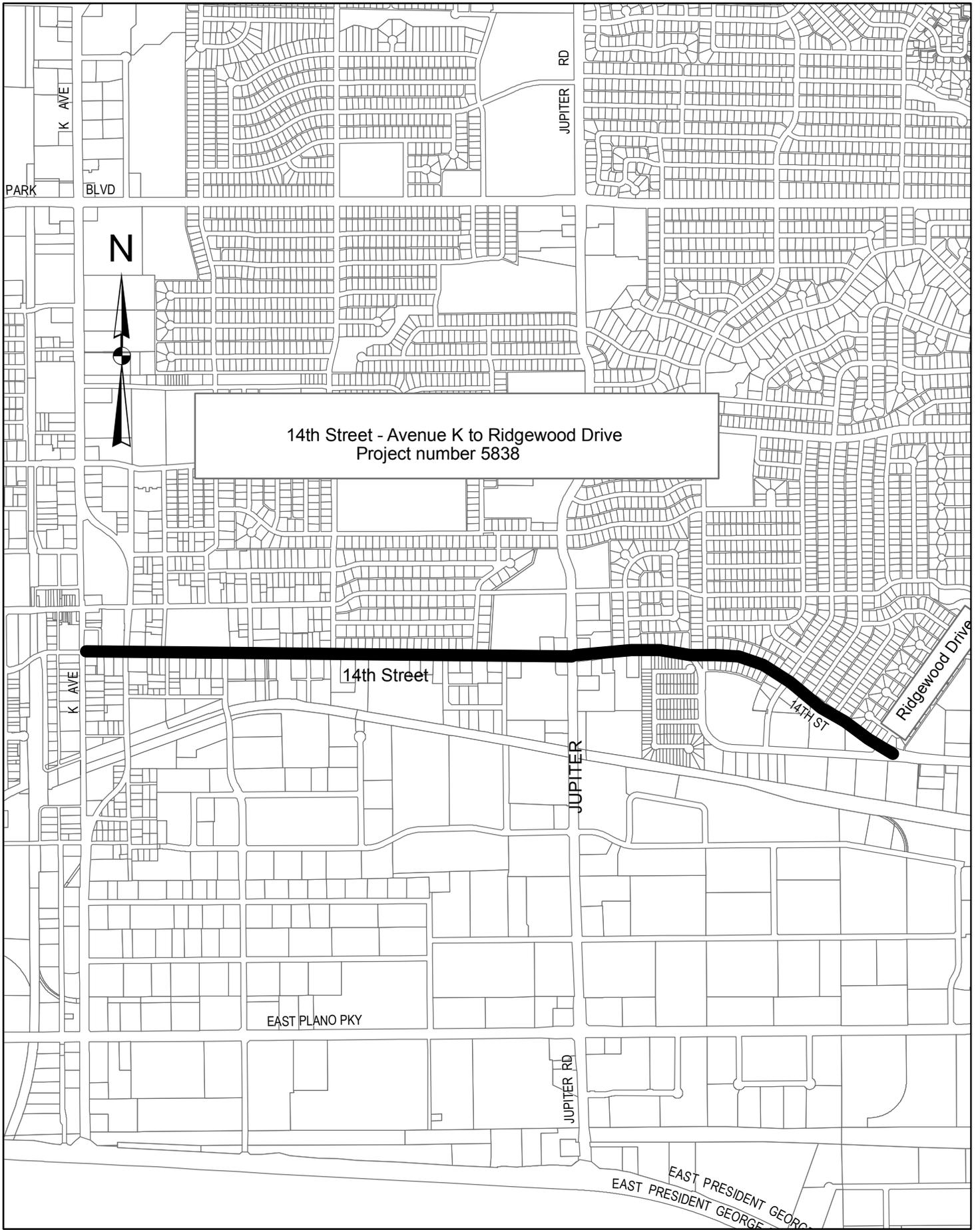
Payment Schedule for this Change Order:
The original payment milestones set forth in the original contract will remain unchanged. The amount of the invoices for each payment milestone will increase commensurate with the overall increase in the City of Plano's purchase order amount.

Quote for :
 Increased Training,
 Revised Scope of Electrical Upgrades
 Revised Scope of Antenna Installations
 Purchase of Additional Equipment



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #):		Irene Pegues (7198)		Project No. 5838
CAPTION				
To McMahon Contracting, L.P., increasing the contract by \$38,155 for the 14 th Street – Avenue K to Ridgewood project, Change Order No. 1. Original Bid No. 2010-14-B.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	1,997,238	4,223,762	0	6,221,000
Encumbered/Expended Amount	-1,997,238	-3,634,461	0	-5,631,669
This Item	0	-38,155	0	-38,155
BALANCE	0	551,146	0	551,146
FUND(S): STREET IMPROVEMENT CIP, WATER CIP & SEWER CIP				
<p>COMMENTS: Funds are included in the 2010-11 Street Improvement, Water and Sewer CIP. This change order, in the amount of \$38,155, will leave a current year balance of \$551,146 for the 14th Street – K Ave to Ridgewood projects.</p> <p>STRATEGIC PLAN GOAL: Street, water and sewer construction relates to the City's Goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This Change Order in the amount of \$38,155.10 is for the addition of 15 additional sewer services, two-way cleanouts on all sewer services, removal of debris inside an existing sewer that was relined and various water, storm drainage and paving construction items.</p> <p>Staff recommends approval of Change Order No.1. The contract total will be \$5,517,427.20, which includes change orders of 0.70% of the original contract amount of \$5,479,272.10.</p>				
List of Supporting Documents: Change Order No. 1; Location map			Other Departments, Boards, Commissions or Agencies N/A	



14th Street - Avenue K to Ridgewood Drive
Project number 5838



14th Street

EAST PLANO PKY

EAST PRESIDENT GEORGE
EAST PRESIDENT GEORGE

Ridgewood Drive

14TH ST

JUPITER RD

JUPITER

K AVE

JUPITER RD

PARK

BLVD

CHANGE ORDER NO. 1

**14TH STREET – AVENUE K TO RIDGEWOOD
PROJECT NO. 5838
PURCHASE ORDER NO. 103769
CIP NO. 31397
BID NO. 2010-14-B**

A. INTENT OF CHANGE ORDER

The intent of this change order is to modify the provisions of the contract entered into by the **CITY OF PLANO, TEXAS**, and **MCPMAHON CONTRACTING, L.P.** for the **14TH STREET – AVENUE K TO RIDGEWOOD PROJECT**, dated December 22, 2009.

B. DESCRIPTION OF CHANGE

The change order is for sewer, storm drainage, and paving construction items.

C. EFFECT OF CHANGE

This change order will have the following effect on the cost of this project:

<i>ITEM DESCRIPTION</i>	<i>ORIGINAL QUANTITY</i>	<i>REVISED QUANTITY</i>	<i>UNIT</i>	<i>UNIT PRICE</i>	<i>AMOUNT OF CHANGE</i>
6" Sanitary sewer Service Lines	30	45	EA	\$1,264.62	\$18,969.30
Drop Connection	0	1	EA	\$600.00	\$600.00
2 way Clean out	0	45	EA	\$146.20	\$6,579.00
Tuberculation Removal	0	252	LF	\$20.90	\$5,266.80
Raise Inlet Throat	0	1	EA	\$485.00	\$485.00
Remove Large Tree	0	1	EA	\$950.00	\$950.00
3 Irrigation Repairs	0	1	LS	\$1,305.00	\$1,305.00
Doweled on sidewalk curb	0	120	LF	\$12.50	\$1,500.00
Lower proposed 12" main	0	1	LS	\$2,500.00	\$2,500.00
TOTAL:					\$38,155.10

Original Contract Amount	\$	<u>5,479,272.10</u>
Contract Amount (Including Previous Change Orders)	\$	<u>5,479,272.10</u>
Amount, Change Order No. 1	\$	<u>38,155.10</u>
Revised Contract Amount	\$	<u>5,517,427.20</u>
Total Percent Increase Including Previous Change Orders		<u>0.70%</u>

D. EFFECT OF CHANGE ON CONTRACT TIME

The work required under this change order will add 10 day(s) to this project:

Original Contract Time	<u>360 working days</u>
Amount (Including Previous Change Orders)	<u>360 working days</u>
Amount, Change Order No. 1	<u>14 working days</u>
Revised Contract Time	<u>374 working days</u>
Total Percent Increase Including Previous Change Orders	<u>3.89%</u>

CONTINUED ON NEXT PAGE

E. AGREEMENT

By the signatures below, duly authorized agents of the **CITY OF PLANO, TEXAS**, and **MCMAHON CONTRACTING, L.P.**, do hereby agree to append this Change Order No. 1 to the original contract between themselves, dated December 22, 2009.

F. AUTHORITY TO SIGN

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

OWNER: CITY OF PLANO

**CONTRACTOR:
MCMAHON CONTRACTING, L.P.,
A TEXAS LIMITED PARTNERSHIP
BY: JSM MANAGEMENT COMPANY,
LLC, GENERAL PARTNER OF
MCMAHON CONTRACTING, L.P.**

By: _____
(signature)

By:  _____
(signature)

Print
Name: **THOMAS H. MUEHLENBECK**

Print
Name: **SHAWN MCMAHON**

Print
Title: **CITY MANAGER**

Print
Title: **MANAGING PARTNER, OF
JSM MANAGEMENT COMPANY, LLC,
GENERAL PARTNER OF MCMAHON
CONTRACTING, L.P.**

Date: _____

Date: November 22, 2010

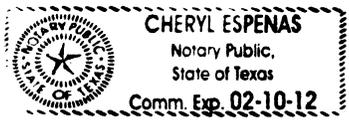
APPROVED AS TO FORM:

By: _____
Diane C. Wetherbee, City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of November, 2010, by **SHAWN MCMAHON, MANAGING PARTNER OF JSM MANAGEMENT COMPANY, LLC, GENERAL PARTNER OF MCMAHON CONTRACTING, L.P.**, a TEXAS limited partnership, on behalf of said partnership.



Cheryl Espenas
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		12/13/2010			
Department:		Planning			
Department Head		P. Jarrell			
Agenda Coordinator (include phone #): Doris Carter x5350					
CAPTION					
A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between Legal Aid of Northwest Texas and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager or his authorized designee; and providing an effective date.					
FINANCIAL SUMMARY					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR:	2009-10 thru 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	48,743	0	48,743
Encumbered/Expended Amount		0	-13,556	0	-13,556
This Item		0	-26,000	0	-26,000
BALANCE		0	9,187	0	9,187
FUND(s): AMERICAN RECOVERY & REINVESTMENT ACT GRANT					
<p>COMMENTS: Legal Aid of Northwest Texas will not be using \$26,000 of the \$48,743 allocated to them. The remaining balance will be used for further contracted projects. The \$26,000 will be used to modify the contract by and between the Interfaith Housing Coalition and the City of Plano.</p> <p>STRATEGIC PLAN GOAL: The reimbursement of funds relates to the City's goal of "Partnering for Community Benefit" and "Financially Strong City with Service Excellence."</p>					
SUMMARY OF ITEM					
This item is for a contract modification for the Homelessness Prevention and Rapid Re-Housing (HPRP) funding agreement with Legal Aid of Northwest Texas. The agency has complied with the rules and regulations of the current contractual agreement but will not be able to expend all HPRP funds by the contract termination date. At the agency's request, \$26,000 in unused funds will be reallocated to another HPRP agency.					
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies		
Memo, Resolution, Contract Modification					

MEMORANDUM

Date: November 29, 2010

To: Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Community Services Manager

Subject: Homelessness Prevention and Rapid Re-Housing Program (HPRP) Contract Modification

In April 2009, the U.S. Department of Housing and Urban Development (HUD) granted the City of Plano \$509,050 in Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds through the American Recovery and Reinvestment Act of 2009.

On September 14, 2009, the City Council approved the terms and conditions of an HPRP Agreement in the amount of \$48,743 with Legal Aid of Northwest Texas to provide legal assistance for those undergoing the eviction process. To date, Legal Aid of Northwest Texas has expended twenty seven percent (27%) of the allocated funds.

On October 26, 2010, city staff sent a letter to the agency inquiring about their ability to expend HPRP funds by the contract termination date, March 31, 2011. On November 19, 2010, the Chief Executive Officer (CEO) of Legal Aid of Northwest Texas responded to the letter and stated that the agency will be unable to spend \$26,000 by the contract termination date. Moreover, the CEO requested a contract amendment for the previously mentioned amount to allow another HPRP agency providing vital services to a mutual client constituency to extend their program.

Staff recommends reducing their funding amount as requested.

xc: Phyllis Jarrell, Director of Planning
Anita Bell, Budget Analyst

A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between Legal Aid of Northwest Texas and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; approving its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council authorized the City Manager to execute a funding agreement with Legal Aid of Northwest Texas for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds on September 14, 2009;

WHEREAS, the City recognizes that Legal Aid of Northwest Texas has expended twenty seven percent (27%) of the funds awarded to provide legal assistance to those facing eviction since the program started in October 2009;

WHEREAS, Legal Aid of Northwest Texas has determined their allocated Homelessness Prevention and Rapid Re-Housing funds will not be spent by contract termination date, March 31, 2011;

WHEREAS, the City has concluded that Legal Aid of Northwest Texas will be able to provide legal assistance to all eligible Plano residents through contract termination date, using the reduced funding amount;

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention and Rapid Re-Housing funding agreement with the Legal Aid of Northwest Texas be modified to reduce the funding amount consistent with the funds needed by the agency.

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

SECTION I. - The Homelessness Prevention and Rapid Re-Housing contract with the Interfaith Housing Coalition has been modified in an amount not to exceed \$24,216 as shown in the attached Exhibit "A".

SECTION II. - This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 13TH DAY OF DECEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § First Modification of Funding Agreement
§ By and Between City of Plano and
§ Legal Aid of Northwest Texas
COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "First Modification") is made and entered into on this the ____ day of _____, 20____, by and between **LEGAL AID OF NORTHWEST TEXAS** (hereinafter "Subrecipient"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his authorized designee.

WITNESSETH:

WHEREAS, City and Subrecipient entered into a Funding Agreement on October 12, 2009, (hereinafter "Agreement") for Homelessness Prevention and Rapid Re-Housing Grant monies; and

WHEREAS, City and Subrecipient desire to amend such Agreement in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section IB Levels of Accomplishment is hereby modified to read in its entirety as follows:

"B. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Households/Year</u>
Provide Rental Assistance	16
Provide Utility Assistance	16
Provide Case Management	16
Create unduplicated jobs and retained for at least six months.	0

Outcome Measure

Seventy-five (75%) of the number of individuals and families who receive legal assistance through HPRP funding will maintain housing at least six months after receipt of the HPRP assistance."

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, the first paragraph in Section IV PAYMENT is hereby modified to read in its entirety as follows:

"It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$22,743. Drawdowns for the payment of eligible expenses shall be made against the line budgets specified in the modified Exhibit D attached hereto which shall modify and replace the Exhibit D in the original agreement. With the submission of original bills with proper documentation for the services as required by the City, the Subrecipient will be reimbursed within 30 days after the Subrecipient has received all proper documentation to the City."

IN WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

LEGAL AID OF NORTHWEST TEXAS

By: _____
Name: _____
Title: _____
Address: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **LEGAL AID OF NORTHWEST TEXAS**, a non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT D
City of Plano
Neighborhood Services Division
Homeless Prevention and Rapid Re-Housing Program

AGENCY NAME: Legal Aid of NorthWest Texas

18 Month Cost Allocation: \$22,743

Three Year Cost Category	Total Program Cost				
	Requested from City		Other Sources		<i>Total</i>
	\$ Amount	%	\$ Amount	%	
Housing Relocation and Stabilization					
Legal Services	\$ 22,443	35%	\$ 40,868	65%	\$ 63,311
Direct Administrative Expenses (travel)	\$ 300	100%	\$ -	0%	\$ 300
Subtotal	\$ 22,743	36%	\$ 40,868	64%	\$ 63,611
<i>Grand Total</i>	\$ 22,743	36%	\$ 40,868		\$ 63,611

Issue Date: 5/11/09 (Revised 12-13-10)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	12/13/2010
Department:	Planning
Department Head	P. Jarrell
Agenda Coordinator (include phone #): Doris Carter x5350	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between Interfaith Housing Coalition and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to approval of the reallocation of funds previously approved to Legal Aid of Northwest Texas; approving its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2009-10 thru 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		264,609	0	264,609
Encumbered/Expended Amount		-216,378	0	-216,378
This Item		26,000	0	26,000
BALANCE	0	74,231	0	74,231

FUND(S): AMERICAN RECOVERY & REINVESTMENT ACT GRANT

COMMENTS: Approval of this item will allocate an additional \$26,000 to the Interfaith Housing Coalition for a total budget amount of \$290,609. The additional \$26,000 is derived from funds originally allocated to Legal Aid of Northwest Texas. Approval of this item is contingent on the approval of companion agenda item re-allocating previously approved funds to Legal Aid of Northwest Texas.

STRATEGIC PLAN GOAL: The expenditure of reimbursed funds relates to the City's goal of "Partnering for Community Benefit" and "Financially Strong City with Service Excellence."

SUMMARY OF ITEM

This item is for a contract modification for the Homelessness Prevention and Rapid Re-Housing (HPRP) funding agreement with Interfaith Housing Coalition. The agency has complied with the rules and regulations of the current contractual agreement, and staff deems this agency a low risk agency for the expenditure of federal funds. The modification would give this agency an additional \$26,000 in HPRP funds, bringing the total contract amount to \$290,609.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Memo, Resolution, Contract Modification	

MEMORANDUM

Date: November 29, 2010

To: Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Community Services Manager

Subject: Homelessness Prevention and Rapid Re-Housing Program (HPRP) Contract Modification

In the previous agenda item, staff recommended that the HPRP contract for the Legal Aid of Northwest Texas be reduced. If the Council chooses to reduce the contract, the program will have unallocated funds in the amount of \$26,000.

Staff recommends reallocating the full amount of funding to Interfaith Housing Coalition. Interfaith Housing Coalition has been compliant in their reporting and accessible to City staff. The agency is the only remaining HPRP funded agency providing rent and utility assistance and is anticipated to have spent all of their funds by the end of the calendar year.

Staff has consulted with the agency, and they are amenable to this modification, allowing them to continue assisting Plano residents through the HPRP program.

xc: Phyllis Jarrell, Director of Planning
Anita Bell, Budget Analyst

A Resolution of the City Council of the City of Plano, Texas, modifying the contract by and between Interfaith Housing Coalition and the City of Plano for the Homelessness Prevention and Rapid Re-Housing Program in Plano; reallocating funds available within the Homelessness Prevention and Rapid Re-Housing Program subject to approval of the reallocation of funds previously approved to Legal Aid of Northwest Texas; approving its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council authorized the City Manager to execute a funding agreement with Interfaith Housing Coalition for the expenditure of U.S. Department of Housing and Urban Development Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds on September 14, 2009;

WHEREAS, the City has found Interfaith Housing Coalition compliant with the reporting rules and guidelines established in the HPRP funding agreement;

WHEREAS, the City has determined that the Interfaith Housing Coalition is administering their HPRP program in the intent that HUD set forth for the program and is both willing and able to continue their program should more funding be available; and

WHEREAS, Interfaith Housing Coalition is the only agency providing rent and/or utility assistance with Homelessness Prevention and Rapid Re-Housing funds to Plano residents and is anticipated to have spent all rent and utility funds by the end of the calendar year;

WHEREAS the City has determined that it is in the best interest of the citizens of Plano that the Homelessness Prevention and Rapid Re-Housing funding agreement with the Interfaith Housing Coalition be modified to allow more clients to be served.

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

SECTION I. - The Homelessness Prevention and Rapid Re-Housing contract with the Interfaith Housing Coalition has been modified in an amount not to exceed \$290,609 as shown in the attached Exhibit "A."

SECTION II. - This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS 13TH DAY OF DECEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY

THE STATE OF TEXAS § First Modification of Funding Agreement
§ By and Between City of Plano and
§ Interfaith Housing Coalition
COUNTY OF COLLIN §

THIS FIRST MODIFICATION OF Contract (hereinafter "First Modification") is made and entered into on this the ____ day of _____, 20____, by and between **INTERFAITH HOUSING COALITION** (hereinafter "Subrecipient"), Plano, Texas, and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation (hereinafter "City"), acting by and through its City Manager or his authorized designee.

WITNESSETH:

WHEREAS, City and Subrecipient entered into a Funding Agreement on October 12, 2009, (hereinafter "Agreement") for Homelessness Prevention and Rapid Re-Housing Grant monies; and

WHEREAS, City and Subrecipient desire to amend such Agreement in certain respects as set forth herein in this First Modification.

NOW THEREFORE, the Agreement is incorporated herein as if written word for word. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect. In the event of any conflict or inconsistency between the provisions set forth in this First Modification and the Agreement, priority of interpretation shall be in the following order: First Modification, Agreement. In consideration of the foregoing, and for other good and valuable consideration, the parties hereto agree as follows:

I.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, Section IB Levels of Accomplishment is hereby modified to read in its entirety as follows:

"B. Levels of Accomplishment

The Subrecipient agrees to provide the following levels of program service:

<u>Activity</u>	<u>Total Households/Year</u>
Provide Rental Assistance	66
Provide Utility Assistance	66
Provide Case Management	66
Create unduplicated jobs and retained for at least six months.	0

Outcome Measure

Seventy-five (75%) of the number of individuals and families who receive financial assistance through HPRP funding will maintain housing at least six months after receipt of the HPRP assistance."

II.

Beginning on the effective date of this Modification and continuing through the remaining term of the Agreement, the first paragraph in Section IV PAYMENT is hereby modified to read in its entirety as follows:

"It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed \$290,609. Drawdowns for the payment of eligible expenses shall be made against the line budgets specified in the modified Exhibit D attached hereto which shall modify and replace the Exhibit D in the original agreement. With the submission of original bills with proper documentation for the services as required by the City, the Subrecipient will be reimbursed within 30 days after the Subrecipient has received all proper documentation to the City."

IN WITNESS WHEREOF, the parties enter into this First Modification on the date first written above.

INTERFAITH HOUSING COALITION

By: _____
Name: _____
Title: _____
Address: _____

CITY OF PLANO, TEXAS

By: _____
Thomas H. Muehlenbeck
CITY MANAGER
1520 Avenue K
P. O. Box 860358
Plano, TX 75086-0358

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____ by _____, _____ of **INTERFAITH HOUSING COALITION**, a non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____ by **THOMAS H. MUEHLENBECK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

EXHIBIT D
City of Plano
Community Services Division
City of Plano HPRP Homeless Prevention Program

Interfaith Housing Coalition

18 Month Allocation: \$290,609

Three Year Cost Category	Total Program Cost				
	Requested from City		Other Sources		<i>Total</i>
	\$ Amount	%	\$ Amount	%	
Housing Relocation and Stabilization					
*Case Manager Salaries/Benefits # Positions Requested ()	\$ 50,000	100%	0.00	0%	\$ 50,000
Subtotal	\$ 50,000	100%	0.00	0%	\$ 50,000
Financial Assistance					
Rent	198,200	100%	0.00	0%	\$ 198,200
Utility Payments (this includes utility deposits needed to maintain utilities)	\$ 42,409	100%	0.00	0%	\$ 42,409
Subtotal	\$ 240,609	100%	0.00	0%	\$ 240,609
<i>Grand Total</i>	\$ 290,609	100%	0.00	0%	\$ 290,609

Issue Date: 5/11/09 (Revised12-13-10)



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Police		
Department Head		Gregory W. Rushin		
Agenda Coordinator (include phone #): Pam Haines, ext 2538				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Texas Traffic Safety Program Grant agreement by and between the State of Texas and the City of Plano, Texas; authorizing the City Manager, or his authorized designee, to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	26,228	0	26,228
BALANCE	0	26,228	0	26,228
FUND(S): GRANT FUND (13.255)				
<p>COMMENTS: This grant contract, if approved, provides 75% funding for police officer's overtime to enhance enforcement and increase media activity during relevant periods for focused DWI enforcement during holiday waves from October 1, 2010 through September 30, 2011. The City's 25% expenditure match, in the amount of \$8,743, is included with the 2010-11 adopted Budget for the Police Department.</p> <p>STRATEGIC PLAN GOAL: Acceptance of the Texas Department of Transportation grant funds relates to the City's Goals of "Safe Large City" and "Financially Strong City with Service Excellence".</p>				
SUMMARY OF ITEM				
The State of Texas, acting by and through the Texas Department of Transportation, offers the City of Plano a grant totaling \$26,227.50 for focused DWI Enforcement during holiday waves beginning October 1, 2010 through September 30, 2011 as part of the statewide "Drink, Drive, Go to Jail" campaign. This item will require a match of \$8,742.50 from City funds. The grant provides funding for overtime police officers to enhance enforcement and increase media activity during relevant periods.				
List of Supporting Documents: Resolution, Memo, Grant Agreement			Other Departments, Boards, Commissions or Agencies	



P.O. Box 860358
Plano, Texas 75086-0358
972-941-7000
Fax. No. 972-941-0099

MEMORANDUM

DATE: November 18, 2010

TO: Bruce D. Glasscock, Deputy City Manager

FROM:  Gregory W. Rushin, Chief of Police

SUBJECT: STEP Impaired Driving Mobilization Grant FY 2011

The Police Department is submitting a one-year State of Texas Impaired Driving Mobilization Grant for consideration at the December 13, 2010 City Council meeting. This is a \$34,970.00 enforcement grant, with the award being \$26,227.50 and a city match of \$8,742.50 that pays for Officers to work IDM enforcement during the following holiday seasons:

Christmas / New Years	December 21, 2010 – January 1, 2011
Spring Break	March 12, 2011 – March 20, 2011
Independence Day	June 27, 2011 – July 6, 2011
Labor Day	August 19, 2011 – September 6, 2011

It should be noted that although the effective date of the grant is October 1, 2010 (or on the date of final signature of both parties), the enforcement period does not begin until December 21, 2010. The grant also requires pre- and post- media activities. There are no restrictions on enforcement locations.

Please advise if you have any questions. Thank you.

Attachments

GWR/ph

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Texas Traffic Safety Program Grant Agreement by and between the State of Texas and the City of Plano, Texas; authorizing the City Manager, or his authorized designee, to execute the grant agreement and any other documents necessary to effectuate the action taken; and providing an effective date.

WHEREAS, the City Council has been presented a Texas Traffic Safety Program Grant Agreement between The State of Texas and the City of Plano, Texas, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement"); and,

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee should be authorized to execute the Agreement and any other documents necessary for such participation in and receipt of funding through the Texas Traffic Safety Program.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or in his authorized designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 13th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Texas Traffic Safety eGrants

Fiscal Year 2011

Organization Name: City of Plano

Legal Name: City of Plano

Payee Identification Number: 17560006409000

Project Title: STEP - Impaired Driving Mobilization

ID: 2011-PlanoPD-STEP IDM-00016

Period: 10/01/2010 to 09/30/2011

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Plano** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2009.

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

Grant Period: This Grant becomes effective on **10/01/2010** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2011** unless terminated or otherwise modified.

Total Awarded: **\$34,970.00**

Amount Eligible for Reimbursement: **\$26,227.50**

Match Amount: **\$8,742.50**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

City of Plano

[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders,
established policies or work programs
approved and authorized by the Texas
Transportation Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government):
(If Applicable)

By:

[Resolution Number]

Director, Traffic Operations Division Texas
Department of Transportation (Not required
for local project grants under \$100,000.00)
Date: _____

General Information

Project Title STEP - Impaired Driving Mobilization

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

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

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR (Code of Federal Regulations), Part 18; 49 CFR, Part 19 (OMB [Office of Management and Budget] Circular A-110); OMB Circular A-87; OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a

purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulation, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any such federal requirements as the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code,

unless otherwise expressly provided by law.

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

ARTICLE 3. COMPENSATION

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

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

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

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

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

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

- underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this Agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this Agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this Agreement is further governed by one of the following cost principles, as appropriate, outlined in the Federal Office of Management and Budget (OMB) Circulars:
- A-21, Cost Principles for Educational Institutions;
 - A-87, Cost Principles for State, Local, and Indian Tribal Governments; or,
 - A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this Agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial Agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager.

For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

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

overruns, or high unit costs.

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

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

- A. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
- B. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

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

Further, to the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all

claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries or death to such employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

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

ARTICLE 10. DISPUTES AND REMEDIES

This Agreement supercedes any prior oral or written agreements. If a conflict arises between this Agreement and the Traffic Safety Program Manual, this Agreement shall govern.

The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of Agreement work. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

The Department and, when federal funds are involved, the US DOT, or any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed.

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

ARTICLE 13. AUDIT

The Subgrantee shall comply with the requirements of the Single Audit Act of 1984, Public Law (PL) 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133, "Audits of States, Local Governments, and Other Non-Profit Organizations."

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15. GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a

bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

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

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

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

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this Agreement in accordance with its own property management procedures, provided that the procedures are not in conflict with the Department's property management procedures or property management standards and federal standards, as appropriate, in:

- 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. *All rights to Department.* The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. *All rights to Subgrantee.* Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Parts 60-74, as they may be amended periodically (hereinafter referred to as the Regulations). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of this Agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified

by the Subgrantee of the Subgrantee's obligations under this Agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

- D. Information and reports: The Subgrantee shall provide all information and reports required by the regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall so certify to the Department or the US DOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this Agreement, the Department shall impose such sanctions as it or the US DOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take such action with respect to any subcontract or procurement as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE

It is the policy of the Department and the USDOT that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, shall have the opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, apply to this Agreement as follows:

- The Subgrantee agrees to insure that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, have the opportunity to participate in the performance of agreements and subcontracts financed in whole or in part with federal funds. In this regard, the Subgrantee shall make good faith efforts in accordance with 49 CFR Part 26, to insure that Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements and subcontracts.
- The Subgrantee and any subcontractor shall not discriminate on the basis of race, color, sex, national origin, or disability in the award and performance of agreements funded in whole or in part with federal funds.

These requirements shall be included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a breach of this Agreement and, after the notification of the Department, may result in termination of this Agreement by the Department, or other such remedy as the Department deems appropriate.

ARTICLE 24. DEBARMENT/SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, such Subgrantee shall attach an explanation to this Agreement.
- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

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

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the

Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this Agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT STATEMENT

Unless the Subgrantee is a governmental or non-profit entity, the Subgrantee certifies that it either will go to the Department's website noted below and complete the Child Support Statement or already has a Child Support Statement on file with the Department . The Subgrantee is responsible for keeping the Child Support Statement current and on file with that office for the duration of this Agreement period. The Subgrantee further certifies that the Child Support Statement on file contains the child support information for the individuals or business entities named in this grant. Under Section 231.006, Family Code, the Subgrantee certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified grant or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

The form for the Child Support Statement is available on the Internet at:
<http://www.dot.state.tx.us/cso/default.htm>.

RESPONSIBILITIES OF THE SUBGRANTEE:

- A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.
- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).
- C. Attend Department-approved grant management training.
- D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
 2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.
- E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.
- F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.
- G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.
- H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.
- I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.
- J. Ensure that each officer working on the STEP project will complete an officer's daily

report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage), hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT:

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

- review of periodic reports
- physical inspection of project records and supporting documentation
- telephone conversations
- e-mails and letters
- quarterly review meetings
- eGrants system messaging

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

- Ascertain whether or not the project objectives were met
- Review project accomplishments (performance measures completed, targets achieved)
- Document any progress towards self-sufficiency
- Account for any approved Program Income earned and expended
- Identify exemplary performance or best practices

Goals and Strategies

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

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

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

Strategy: Increase enforcement of DWI laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

Note:

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting

1. Number and type citations/arrests to be issued under STEP	
a. Number of DWI arrests to be made during the Christmas/New Year's DWI Operation	25
b. Number of DWI arrests to be made during the Spring Break DWI Operation	20
c. Number of DWI arrests to be made during the Independence Day DWI Operation	20
d. Number of DWI arrests to be made during the Labor Day DWI Operation	25
2. Total Number of Enforcement Hours for Entire Grant Period	620
Step Indicator	2.61

PI&E Objective/Performance Measure

- 1. Complete administrative and general grant requirements
 - a. Number of Performance Reports to be submitted 4
 - b. Number of Requests for Reimbursement to be submitted 4

- 2. Support Grant efforts with a public information and education (PI&E) program
 - a. Conduct a minimum of one (1) presentation for each DWI operation period 4
 - b. Conduct a minimum of two (2) media exposures (e.g., news conferences, news releases, and interviews) for each DWI Operation period. 8
 - c. Conduct a minimum of one (1) community event (e.g., health fair, traffic safety booth) during the grant period 1
 - d. Produce the following number of public information and education materials if applicable. 0
 - e. Distribute the following number of public information and education materials if applicable. 100

City of Plano
STEP - Impaired Driving Mobilization

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	\$26,227.50	\$8,742.50	\$34,970.00
(200)	Fringe Benefits			\$0
	Category I Sub-Total	\$26,227.50	\$8,742.50	\$34,970.00
Category II - Other Direct Costs				
(300)	Travel	\$0	\$0	\$0
(400)	Equipment			\$0
(500)	Supplies			\$0
(600)	Contractual Services			\$0
(700)	Other Miscellaneous			\$0
	Category II Sub-Total	\$0	\$0	\$0
Total Direct Costs		\$26,227.50	\$8,742.50	\$34,970.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate			\$0
Summary				
	Total Labor Costs	\$26,227.50	\$8,742.50	\$34,970.00
	Total Direct Costs	\$0	\$0	\$0
	Total Indirect Costs			\$0
Grand Total		\$26,227.50	\$8,742.50	\$34,970.00
	Fund Sources	75.00%	25.00%	

Operational Plan

X I agree to the following

Comments:

Site Description

Jurisdiction Wide

Conduct focussed DWI saturation patrols within high risk locations during times when alcohol-related crashes are most frequent Conduct a minimum of 4 nights of DWI enforcement during each holiday period Conduct pre and post earned media activities for each holiday period

Christmas/New Year's Wave

Pre-Media Campaign

December 18, 2010 - December 20, 2010

Enforcement Period

December 21, 2010– January 1, 2011

Post-Media Campaign

January 5, 2011 - January 7, 2011

Spring Break Wave

Pre-Media Campaign

March 9, 2011 – March 11, 2011

Enforcement Period

March 12, 2011 - March 20, 2011

Post-Media Campaign

March 24, 2011 – March 26, 2011

Independence Day Wave

Pre-Media Campaign

June 27, 2011 - June 29, 2011

Enforcement Period

June 27, 2011 - June 30, 2011
July 1, 2011 – July 6, 2011

Post-Media Campaign

July 10, 2011 - July 12, 2011

Labor Day Crackdown

City of Plano
STEP - Impaired Driving Mobilization

Pre-Media Campaign	August 16, 2011 - August 18, 2011
Enforcement Period	August 19, 2011 - September 6, 2011
Post-Media Campaign	September 9, 2011 - September 11, 2011

Description of Activities

Pre-Media Efforts Before Enforcement Periods:	Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. The media events tell the public when, where, how and why impaired driving laws are being enforced.
Enforcement Periods:	Intensify enforcement through coordinated saturation patrols in an overtime STEP placing primary emphasis on increasing DWI arrests and reducing the number of alcohol related traffic crashes during peak holiday traffic.
Post-Media Efforts After Enforcement Periods:	Conduct local media events to tell the public why impaired driving laws are important and the results of the mobilization.

City of Plano
STEP - Impaired Driving Mobilization

City of Plano
STEP - Impaired Driving Mobilization

2011-PlanoPD-STEP IDM-00016 Printed On: 11/12/2010

2011-PlanoPD-STEP IDM-00016 Printed On:
11/12/2010



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		December 13, 2010		
Department:		Library Administration		
Department Head		Cathy Ziegler		
Agenda Coordinator (include phone #): Mary Ann Dunnivant - Ext. 4208				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving a Contract for receipt of funds in the amount of \$122,448 from the Texas State Library and Archives Commission – Loan Star Libraries Grant Number: 442-11690 to provide funds to maintain, improve, and enhance the Plano Public Library System by providing funding for the following: 19 ITG Self Check Machines and Microsoft Office Instructors; approving its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input checked="" type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	122,448	0	122,448
BALANCE	0	122,448	0	122,448
FUND(S): STATE LIBRARY GRANT FUND				
COMMENTS: Approval of this item will result in \$122,448 in revenue from the Texas State Library and Archives Commission. Funds received from this agreement will be used by the City of Plano - Plano Public Library System - for ITG Self Check Machines and providing Microsoft Office Instructors to library patrons. STRATEGIC PLAN GOAL: Providing funds to maintain, improve, and enhance library services relates to a "Financially Strong City with Service Excellence."				
SUMMARY OF ITEM				
Plano Public Library System (PPLS) recommends Plano City Council approve receipt of this grant from the Texas State Library and Archives Commission - Loan Star Libraries Program - to fund the following for PPLS: 19 ITG Self Check Machines (\$117,168) and funding for Microsoft Office Instructors (\$5,280). Cost for the items listed above shall not exceed \$122,448.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
1. Letter from Loan Star Libraries 2. Loan Star Libraries Grant No. 442-11690				



TO: Plano Public Library System, Plano
FROM: Wendy Clark *WC*
Manager, Loan Star Libraries Program
RE: Loan Star Libraries Contract
ENC: Contracts, Important Dates, Direct Deposit Form

Lorenzo de Zavala
State Archives and
Library Building

P.O. Box 12927
Austin, Texas
78711-2927

1201 Brazos Street
Austin, Texas
78701

www.tsl.state.tx.us

Commission Chairman
Sandra J. Pickett

Members
Sharon T. Carr
Martha Doty Freeman
Larry G. Holt
Wm. Scott McAfee
Sally Reynolds
Michael C. Waters

Director and Librarian
Peggy D. Rudd

Assistant State Librarian
Edward Seidenberg

*Making
information
work
for all
Texans*

Enclosed are two originals of your Loan Star Libraries FY11 grant contract from the Texas State Library and Archives Commission. Return both copies of the contract, signed by the authorized representative of your governing authority, to us as soon as possible. Contracts must be returned in order to receive grant funds. We recommend that you make a copy of the contract for your files. We are enclosing a self-addressed envelope for your convenience, or mail the forms to: Grants Accountant, Texas State Library and Archives Commission, PO Box 12516, Austin, TX 78711. We will then sign the contracts and return one copy to you. Your funds will be paid to you by direct deposit unless you have made other arrangements.

Please fill out the enclosed Direct Deposit form if there is new information or if changes are needed. Mail or fax the enclosed form directly to our Accounting Dept at 512/475-0185.

All grant reporting will be conducted within the grant management system (GMS) at: <https://gms.tsl.state.tx.us/>. Free training on use of this system can be found on our website at <http://www.tsl.state.tx.us/ld/funding/loanstar/gmsorientation.html>.

If any information on the contract is not correct, contact me. **Please note:** The budget figures from your Plan of Action are in the budget category that we could best determine met the purpose of your Plan of Action. They may differ from your submission. Review any changes made to your Plan by logging into GMS. Remember, all grants are subject to audit and grantees must keep records on grant expenditures. If you have any questions about allowable expenses, contact me.

General information on management of your Loan Star Libraries grant is available at <http://www.tsl.state.tx.us/ld/funding/loanstar>. There you will find templates for news releases, bookmarks and bookplates, as well as logos to download for your use.

I wish you success in implementing your Loan Star Libraries grant, and look forward to working with you this year and in future years to make the program a benefit to all Texans.

If you have any questions, please contact me:

phone: 512-463-5475; fax: 512-463-8800;
e-mail: wendy.clark@tsl.state.tx.us



A Resolution of the City Council of the City of Plano, Texas, approving a Contract for receipt of funds in the amount of \$122,448 from the Texas State Library and Archives Commission – Loan Star Libraries Grant Number: 442-11690 to provide funds to maintain, improve, and enhance the Plano Public Library System by providing funding for the following: 19 ITG Self Check Machines and Microsoft Office Instructors; approving its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City of Plano Public Library System has applied for and was awarded funds in the amount of \$122,448 from the Texas State Library and Archives Commission – Loan Star Libraries Grant to fund the following for Plano Public Library System: 19 ITG Self Check Machines and Microsoft Office Instructors; and

WHEREAS, the City Council has been presented a Loan Star Libraries Grant Contract between the Texas State Library and Archives Commission and the City of Plano for receipt of grant funds in the amount of \$122,448, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, the City Council of the City of Plano, Texas, finds that the public’s best interest is served by authorizing receipt of the monies from the Texas State Library and Archives Commission – Loan Star Libraries Grant; and

WHEREAS, upon full review and consideration of the Contract, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager, or his authorized designee, shall be authorized to execute the necessary documents on behalf of the City of Plano.

NOW THEREFORE, THE CITY COUNCIL FOR THE CITY OF PLANO, TEXAS, RESOLVES THAT:

Section I. The terms and conditions of the Contract, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager, or his authorized designee, is hereby authorized to execute the Contract and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Contract.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 13TH DAY OF DECEMBER 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

TEXAS STATE LIBRARY & ARCHIVES COMMISSION LOAN STAR LIBRARIES GRANT Grant Type A - \$50,000 and Over

Grant Number: 442-11690

I. CONTRACTING PARTIES

Grantor: Texas State Library and Archives Commission (TSLAC)
Grantee: City of Plano, Plano Public Library System
2501 Coit Rd
Plano, Texas 75075

II. TERM OF GRANT

September 1, 2010 to August 31, 2011 (SFY 2011)

III. STATEMENT OF SERVICES TO BE PERFORMED

The Grantee acknowledges that the intent of the grant is to provide funds to maintain, improve, and enhance local library services, and to provide Texans who are not residents of a particular community access to and services from the many participating public libraries in Texas. Grant funds must be used to meet TSLAC goals. The Grantee must report information relating to best practices and performance outcomes. The Grantee will comply during the period of this contract and provide services as outlined within the Plan of Action submitted by the Grantee (Loan Star Libraries Grant for State FY11) as approved by the Grantor. The approved Plan of Action becomes part of this contract by this reference.

IV. GRANT AMOUNTS AND DISBURSEMENT REQUIREMENTS

- A. The total amount of the grant shall not exceed: \$122,448.
- B. Source of funds: General Revenue, State Fiscal Year 2011
- C. The Grantee must request payments from Grantor using the TSLAC Request for Funds Form (RFF) via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Requests may be submitted to Grantor no more often than once per month, and no less often than once per quarter. Funds will be paid to the Grantee provided Grantor has received a fully executed contract and Grantee has fulfilled all reporting requirements for current and preceding contracts.
- D. The Grantee is restricted to one of two methods for requesting funds from Grantor. The Grantee may request reimbursement of actual expenditures for the Grantee's normal billing cycle, or advance payment for estimated expenditures to be incurred for the upcoming 30 days. Only Grantees that provide documentation to demonstrate a lack of sufficient working capital and the ability to minimize the time elapsing between transfer of funds from Grantor and disbursement of grant funds will be allowed to request advance payments.
- E. Payments of advance funds will be disbursed by the first working day of the advance period provided RFF Form is received by Grantor no later than the 14th day of the previous month. Should excessive cash balances be maintained, Grantee may be required to use the reimbursement process. Grantor must receive final request for advance no later than **July 15, 2011**. Grantor must receive final request for reimbursement no later than **October 15, 2011**.
- F. The Grantee may not obligate or encumber grant funds after **August 31, 2011**. All obligations and encumbrances must be liquidated or paid no later than **October 15, 2011**.
- G. All unexpended grant funds \$25.00 and over MUST be returned, in full, to TSLAC along with the Final Financial Status Report (FSR). See Section VII. B. of this contract for FSR due dates.
- H. Interest earned in excess of \$100 must be returned to Grantor, per requirements in the State of Texas Uniform Grant Management Standards (UGMS).
- I. The Grantee will add any program income to the funds committed to the grant, using such program income for the purposes and under the conditions of the grant. The source and amount of the program income must be explained in Section 9 of the TSLAC FSR.
- J. Per the approved grant application, funds are authorized according to the following budget:

Personnel	
Fringe Benefits	
Equipment/Property	\$117,168
Supplies	
Contractual	\$ 5,280
Other	
Total	\$122,448

V. REQUEST FOR FISCAL AND PROGRAMMATIC CHANGES

The Grantee must request a Budget and/or Program Revision for fiscal and/or programmatic changes as outlined in this Section. Grantee must submit request for Budget and/or Program Revision electronically via the electronic TSLAC Grant Management System (GMS), located at <https://gms.tsl.state.tx.us/>. Under no condition may a Grantee request to exceed the total grant amount. Grantor must receive all change requests no later than **July 31, 2011**. Requests received after this date will be considered on a case-by-case basis. **Grantee must submit a Budget and/or Program Revision to Grantor before obligating or expending grant funds under any of the following conditions.**

- A. Fiscal changes must have Budget Revision under any of the following conditions:
 - 1. Making cumulative transfers among budget cost categories or projects that are expected to exceed ten (10) percent of the total grant; and/or,
 - 2. Transferring any funds into a budget cost category that currently equals zero (\$0); and/or,
 - 3. Expending any earned program income earned through the utilization of resources funded by this grant; and/or,
 - 4. Changing the items listed in the approved budget categories if an item's cost or features are substantially different from what the approved grant application specifies, or from a previously approved fiscal or program revision.
- B. Programmatic changes to the approved grant application (Loan Star Plan of Action) must have a Program Revision under any of the following conditions:
 - 1. Obtaining the services of a third party to perform activities that are central to the purposes of the grant; and/or,
 - 2. Changing the scope or objectives of the approved program, regardless of whether there is an associated budget revision. A change in scope is a substantive difference in the approach or method used to reach program objectives.

VI. EQUIPMENT AND PROPERTY REQUIREMENTS

- A. If conditions described in Section V. A. 1 are met, fiscal changes to items listed in the Equipment/Property Budget category specified in Section IV. I of this contract require a Budget Revision. This is defined as the cost of the equipment and/or property, including any cost necessary to put the item into service, such as the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make the item usable for the purpose for which it is acquired. Ancillary charges, such as taxes, duty, protective in-transit insurance, freight, and installation may be included in, or excluded from the expenditure cost in accordance with the Grantee's regular accounting practices and Generally Accepted Accounting Practices (GAAP).
- B. The Grantee will comply with UGMS Part III, Subpart C, Sec. 32 (d)(3) requiring certain items of equipment to be maintained on inventory if the item's cost is between \$500 and \$1000.
- C. The Grantee agrees to submit the TSLAC Equipment Report electronically via the TSLAC GMS with the Final FSR, but no later than **October 31, 2011**, for all equipment/property purchased with grant funds during the SFY11 grant year. This list must balance with the equipment/property purchased under the approved grant application and all subsequently approved Budget and/or Program Revisions.
- D. Grantee must furnish a statement to Grantor certifying the governing entity's capitalization level with the approved grant application or the first RFF submitted. Grantee agrees to maintain records on all equipment/property with an acquisition cost above governing entity's capitalization level.
- E. Subject to the obligations and conditions set forth in the UGMS Part III, Subpart C, Sec. 32, title to equipment acquired under a grant will vest in the Grantee upon acquisition. Grantee must include any equipment/property acquired with grant funds in the required bi-annual property inventory, and follow the UGMS Part III, Subpart C, Sec. 32 (d) that requires the Grantee to reconcile the equipment/property records with a physical inventory of the equipment/property every two years. This bi-annual inventory does not need to be submitted to Grantor, but must be maintained by the Grantee and will be subject to review by Grantor. When property is vested in the Grantee, Grantee will dispose of equipment/property in accordance with the UGMS Part III, Subpart C, Sec. 32 (e). When the Grantee has been given Federally or state-owned equipment/property, Grantee will follow the UGMS Part III, Subpart C, Sec. 32 (f).

VII. REPORTING REQUIREMENTS

The State Legislature has charged Grantor with submitting performance measurement reports that specify the level of services provided by its programs and services. In accepting the grant funds, the Grantee acknowledges responsibility for performing certain services on behalf of Grantor, as outlined in the approved Plan of Action. Therefore, the Grantee is responsible for submitting periodic reports that reflect the Grantee's level of performance on these services to Grantor. To comply with these requirements, the Grantee agrees to submit reports that are timely, accurate, auditable, and consistent with definitions.

- A. The Grantee agrees to submit the Loan Star Libraries Performance Report electronically on the TSLAC GMS to Grantor no later than the due dates listed in the following schedule. If library materials ordered with grant funds are received by Grantee after the end of the grant year, a revised final Loan Star Libraries Performance Report may be required covering receipt of those materials. This revised final performance report will be due no later than **October 31, 2011**.

Note: Grantee must contact the Loan Star Libraries Grant Coordinator listed in Section X of this contract in order to submit a revised performance report.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2010 - November 30, 2010	December 7, 2010
December 1, 2010 - February 28, 2011	March 7, 2011
March 1, 2011 - May 31, 2011	June 6, 2011
June 1, 2011 - August 31, 2011	September 5, 2011

- B. The Grantee agrees to submit electronically the TSLAC Financial Status Report Form, located on the TSLAC GMS, for the grant funded under this contract no later than the due dates listed in the following schedule. Grantee should submit a Final FSR once all grant funds have been expended and all program requirements are accomplished. Grantee should mark the last required FSR as "Final" and not submit any subsequent FSR forms.

<u>Reporting Period</u>	<u>Due Date</u>
September 1, 2010- November 30, 2010	December 31, 2010
December 1, 2010 - February 28, 2011	March 31, 2011
March 1, 2011 - May 31, 2011	June 30, 2011
June 1, 2011 - August 31, 2011	September 30, 2011

If necessary, a revised Final FSR must be submitted no later than **October 31, 2011**

Note: Grantee must contact the Grants Accountant listed in Section X of this contract in order to submit a revised FSR.

- C. The Grantee will send the Grantor a copy of all management letters issued by an auditor with the reporting package. As specified in UGMS Part IV, Subpart B, Sec. 235(c), the audit shall be completed and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the state agency that provided the funding or a different period is specified in a program-specific audit guide. The audit's *Schedule of Expenditures of Federal and State Awards* must list the amount of TSLAC awards expended for each award year separately.
- D. The Grantee agrees to submit the Grant Checklist report form for the grant funded under this contract no later than **October 31, 2011**.

VIII. GENERAL TERMS AND CONDITIONS

- A. The Grantee will comply with the Loan Star Library Grant Program Guidelines for SFY 2011.
- B. The Grantee will comply with the Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2.810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines. Loan Star Libraries Administrative Rule 2.815 (c) states, "If a library has certified that it provides service to non-residents without charge or it has elected to participate in the TexShare card program, the library must maintain these services for the duration of the contract that it received." This means the library shall provide the same library services and may impose the same restrictions on non-resident customers as it does for those customers who live locally. Texas Government Code, Section 441.138(c), states, "State aid to a free tax-supported public library is a supplement to and not a replacement of local support."
- C. The Grantee will comply with the following parts of the Governor's Office of Budget and Planning, UGMS revised June 2004, located at: <http://governor.state.tx.us/files/state-grants/UGMS062004.doc>.
- Part I. Cost Principles for State and Local Governments and Other Affected Entities (Adapted from OMB Circular A-87).
- Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements (Adapted from OMB Circulars A-102 and A-122).
- Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133).
- D. All publicity relating to the grant award must include acknowledgement of the Texas State Library and Archives Commission whenever possible and practical. Publicity includes, but is not limited to press releases, media events, public events, displays in the benefiting library, announcements on the Grantee's website, and materials distributed through the grant project. The Grantee will provide Grantor with one set of all public relations materials produced under this grant with the Final Performance Report.
- E. Grantee understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Sub-grantees through Grantee, and the requirement to cooperate, is included in any sub-grant awarded.
- F. The Grantee agrees to maintain all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award **for a minimum of three years after the end date of this contract.**

IX. ENFORCEMENT

- A. Remedies for noncompliance. If a Grantee or Sub-grantee materially fails to comply with any term of an award, whether stated in a state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, Grantor may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:
1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or Sub-grantee, or more severe enforcement action by Grantor;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Grantee's or Sub-grantee's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.

- B. Hearings, appeals. In taking an enforcement action, Grantor will provide the Grantee or Sub-grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Grantee or Sub-grantee resulting from obligations incurred by the Grantee or Sub-grantee during a suspension or after termination of an award are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination, or subsequently. Other Grantee or Sub-grantee costs during suspension or after termination which are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations which were properly incurred by the Grantee or Sub-grantee before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Grantee or Sub-grantee from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec. 35) and state law.

X. CONTACTS AT TSLAC

Questions or concerns about programmatic issues, budget and/or program revisions and performance reports should be directed to this grant's Program Manager:

Loan Star Libraries Grant Coordinator
Phone: 512-463-5475
Fax: 512-463-8800
E-mail: wclark@tsl.state.tx.us

Questions or concerns about financial issues should be directed to:

Manager, Accounting and Grants Department
Phone: 512-463-6626
Fax: 512-475-0185
E-mail: mmartin@tsl.state.tx.us

Questions or documentation relating to required Requests for Funds, Financial Status Reports, and Equipment Reports should be directed to:

Grants Accountant
Phone: 512-463-5472
Fax: 512-475-0185
E-mail: grants.accounting@tsl.state.tx.us

Payments from Grantee to Grantor, such as those for excess advanced funds or for interest earned on advanced funds, should be mailed with a revised FSR, an explanation of the purpose of the payment, and the grant number. This information shall be directed to:

Grants Accountant
Accounting and Grants Department
Texas State Library and Archives Commission
PO Box 12516
Austin, TX 78711-2516

XI. APPLICABLE AND GOVERNING LAW

- A. The laws of the State of Texas shall govern this grant. All duties of either party shall be legally performable in Texas. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Texas, and the forum and venue for such disputes shall be Travis County, District Court.
- B. This grant is subject to availability of funds.

XII. GRANT CERTIFICATIONS

- A. Grantor certifies that: (1) The services specified in the approved grant application and this contract are necessary and essential for activities that are properly within the statutory functions and programs of the affected organizations; (2) The services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder; and, (3) The grant complies with Texas Government Code § 441.006, Title 13, Part 1, Chapter 2, Subchapter C, Division 8, Rules 2.810 – 2.815 regarding the Loan Star Grant Program and Title 13, Part 1, Chapter 2, Subchapter C, Division 1, Rules 2.110 – 2.119 regarding General Grant Guidelines, Texas Government Code § 441.135 Grants (Systems Act), P.L. 104-208, and UGMS.
- B. The Grantee affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract. The Grantee further affirms that its employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to any sub-agreements.
- C. The Grantee certifies all applicable activities related to this grant will comply with the Copyright Law of the United States (Title 17, U.S. Code).

- D. Per UGMS Part III, Subpart C, Sec. 35 Grantee certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the grantee is unable to certify to any of the statements in this certification, the grantee shall attach an explanation to this contract.
- E. State law requires a number of assurances from applicants for state-appropriated funds (UGMS Part III, Subpart B, Sec. 14 – State Assurances):
- (1.) A sub-grantee must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
 - (2.) A sub-grantee must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.
 - (3.) A sub-grantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
 - (4.) A sub-grantee must comply with the Texas Family Code, Section 261.101 that requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
 - (5.) Sub-grantees will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
 - (6.) Sub-grantees will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for Federally assisted construction sub-agreements.
 - (7.) Sub-grantees will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
 - (8.) Sub-grantees will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
 - (9.) Sub-grantees will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
 - (10.) Sub-grantees will comply with all Federal tax laws and are solely responsible for filing all required state and Federal tax forms.
 - (11.) Sub-grantees will comply with all applicable requirements of all other Federal and state laws, executive orders, regulations and policies governing this program.
 - (12.) Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

SIGNATURES

GRANTOR

Texas State Library and Archives Commission

Edward Seidenberg, Assistant State Librarian

Date

Vincent Houston

Vincent Houston, Chief Fiscal Officer

10/29/2010

Date

Deborah Littrell

Deborah Littrell, Library Development Director

10/29/2010

Date

Wendy Clark

Wendy Clark, Program Manager

10/29/2010

Date

GRANTEE

City of Plano, Plano Public Library System

Signature (must be an official empowered to enter into contracts)

Typewritten or Printed Name

Title

Date



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/10		
Department:		Fire		
Department Head		Hugo R. Esparza		
Agenda Coordinator (include phone #): Cynthia Morgan, ext. 7164				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement for Mutual Aid by and between the City of Plano, Texas, and other participating local governments of the State of Texas for the purpose of sharing available resources, personnel, and equipment in the event of an emergency, disaster, and/or civil disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
X <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: Fiscal impact is not determinable at this time. It will depend on the nature, number, and duration of each incident. This will not impact the rendering of mutual aid in the event of an emergency and/or disaster. Funds are available within the Fire Department's operating budget.				
STRATEGIC PLAN GOAL: Mutual Aid agreements relate to Financially Strong City with Service Excellence, Safe Large City, and Partnering for Community Benefit.				
SUMMARY OF ITEM				
Dallas County Mutual Aid Agreement to share resources, personnel, and equipment in the event of emergencies, and for the protection of life and property in the event of an emergency, disaster, and/or civil emergency.				
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Resolution & Dallas County Mutual Aid Agreement		N/A		

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of an Agreement for Mutual Aid by and between the City of Plano, Texas, and other participating local governments of the State of Texas for the purpose of sharing available resources, personnel, and equipment in the event of an emergency, disaster, and/or civil disaster in accordance with the terms and conditions of the Agreement; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, it is the responsibility of the City of Plano to secure protection of life and property in the event of an emergency, disaster and/or civil emergency for the City and its citizens; and

WHEREAS, local governmental entities desire to establish a mutual aid agreement to share available resources, personnel and equipment between the Parties to the Agreement in the event of an emergency, disaster and/or civil disaster, and are authorized to do so under Texas Government Code, Chapter 791 (“Interlocal Cooperation Act”), and Texas Government Code, Chapter 418 (“Texas Disaster Act of 1975”); and

WHEREAS, the City of Plano desires to secure the benefits of mutual aid for the protection of life and property in the event of an emergency and/or disaster; and

WHEREAS, the City Council has been presented an Agreement for Mutual Aid providing the process for participating local governmental entities to share available resources, personnel and equipment between the Parties to the Agreement in the event of an emergency, disaster and/or civil disaster, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Agreement”); and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 13th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

STATE OF TEXAS

§

AGREEMENT FOR MUTUAL AID

COUNTY OF DALLAS

§

§

This Mutual Aid Agreement (“Agreement”) is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as “Party” and collectively as “Parties”.

RECITALS:

WHEREAS, the Parties recognize the vulnerability of the people and communities located within the counties and political subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters and/or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of emergencies; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

WHEREAS, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”); Texas Government Code Chapter 418; and, Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975;

WHEREAS, the Parties recognize that this Agreement would allow for better coordination of effort between the Parties, would provide that adequate equipment and personnel are available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into this Agreement to provide Mutual Aid; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the “Texas Disaster Act” and other applicable provisions of law and, except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans;

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

As used throughout this Agreement, the following terms listed below will have the following meanings:

Agreement shall mean this Agreement for Mutual Aid.

Civil Emergency shall mean any natural or manmade disaster or emergency that causes or could cause substantial harm to the population or infrastructure. This term can include a “major disaster” or “emergency” as those terms are defined in the Stafford Act, as amended, as well as consequences of an attack or a national security emergency. Where federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

Fire Chief shall mean the Fire Chief, or his/her designee.

Disaster shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

Emergency shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

Mutual Aid shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

Mutual Aid Master Plan shall mean a written operational plan approved by the Dallas County Fire Chiefs to establish predetermined assignments for participating agencies for emergency responses and nonemergency responses to provide fill-ins.

NIMS (National Incident Management System) shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management. Under NIMS is ICS (Incident Command System).

Operational Period shall mean a period of time beginning at the time of the request for Mutual Aid and lasting for twenty-four (24) hours.

Party or Parties shall mean the local governmental entity(ies) that are signatories to and have agreed to adopt this Mutual Aid Agreement.

Responding Local Government Entity (Responding Party) means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

Requesting Local Government Entity (Requesting Party) shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, Emergency, Civil Emergency or Disaster within its legal jurisdiction.

Article II Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article IV of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

Article III Participation by additional Local Government Entities

Any local government entity may participate in the Agreement with the approval of the Dallas County Fire Chiefs Association as recommended by the Mutual Aid Committee. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not require the approval of other participating local government entities.

Article IV Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Article V Activation of Agreement

5.1 The request for assistance under this Agreement may be activated by a determination by the Fire Chief of the Party having jurisdiction that the incident, Emergency, Disaster or imminent threat of an Emergency or Disaster is such that local capabilities are or are predicted to be exceeded.

5.2 The request for assistance under this Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

Article VI Procedures for Requests and Provision of Mutual Aid

6.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by one of the three following methods:

- (1) Orally communicating a request for Mutual Aid under this Agreement to Dallas Fire Rescue Communications as specified in the Mutual Aid Master Plan;
- (2) Orally communicating a direct request for Mutual Aid to a Party using established local written procedures; or,
- (3) Orally communicating a direct request for Mutual Aid to any Party.

6.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party.

6.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include, but are not limited to, fire, search and rescue, fire inspection, fire engineer services, emergency communications, arson and fire investigation, planning and information assistance, mass care, special rescue, hazardous materials, explosive ordinance disposal, command and control, resource support, emergency medical services, mass casualty, health and other medical services.

6.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it

determines that it has sufficient resources to do so, based on current or anticipated events within its own jurisdiction.

6.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

6.6 Food, Housing and Self-Sufficiency. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location to the time of their arrival back at the responding party's home department. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

6.7 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if it is practicable.

6.8 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating Local Government in which the employee in question is regularly employed.

6.9 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his/her sole discretion, that further assistance should not be provided.

6.10 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible

upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made and if the outside responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

Article VII Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Article I of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

Article VIII Insurance

8.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

8.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

8.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

8.4 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

Article IX Waiver of Claims Against Parties; Immunity Retained

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of

itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

Article X Expending Funds

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Article XI Miscellaneous

11.1 Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 11.2 below.

11.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

11.3 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

11.4 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.5 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

11.6 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

11.7 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

11.8 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

11.9 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

11.10 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

11.11 Signatories. The City of Dallas shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of its own originally signed document with an additional individual signature page from that City to be filed with the City of Dallas under this Agreement.

(Signature pages to follow)

EXECUTED this _____ day of _____, 201__.

City of Addison, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Balch Springs, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Carrollton, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Cedar Hill, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Cockrell Hill, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Coppell, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Dallas, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of DeSoto, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Duncanville, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Farmers Branch, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Garland, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Glen Heights, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Grand Prairie, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Highland Park, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Hutchins, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Irving, Texas

By: _____

Printed Name: _____

Title: _____

EXECUTED this _____ day of _____, 201__.

City of Lancaster, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Lewisville, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Mesquite, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Plano, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Richardson, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Rowlett, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Sachse, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Seagoville, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Sunnyvale, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of University Park, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

City of Wilmer, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

Dallas County, Texas

By: _____
Printed Name: _____
Title: _____

EXECUTED this _____ day of _____, 201__.

Dallas-Fort Worth International Airport Board

By: _____
Printed Name: _____
Title: _____



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Public Safety Communications		
Department Head		Ronald Timmons		
Agenda Coordinator (include phone #): Trang Tran x7930				
CAPTION				
A Resolution of the City of Plano, Texas, in support of reallocating the 700 MHz D Block to Public Safety for a nationwide interoperable public safety broadband network; authorizing the City Manager or his authorized designee to support; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
Deputy Mayor Pro Tem Pat Miner via National League of Cities has requested Plano adopt a Resolution in support of reallocating the 700 MHz D Block to Public Safety for a nationwide interoperable public safety broadband network.				
List of Supporting Documents: 700 MHz D Block Information Sheet			Other Departments, Boards, Commissions or Agencies	

Why Public Safety Needs the 700 MHz D Block

The location of the D block offers a one-time opportunity to improve first responder communications and emergency response capabilities.

Allocating the D block to public safety would double the amount of spectrum available for first responder broadband communications, and represents less than two percent of the spectrum the FCC proposes to make available for commercial use.

Without the D block, first responder communications will continue to lack access to the technologies commercial customers take for granted.

To communicate quickly and securely in emergencies.

Commercial wireless companies cannot and will not give first responders dedicated, secure access to their network during an emergency. First responders need a nationwide public safety broadband network when lives are at stake to ensure their messages go through quickly and securely.

To reliably utilize modern technology that commercial customers take for granted.

Most of us take for granted text messaging, sharing pictures and distributing videos via commercial wireless devices. First responders can only do this through commercial networks, which do not meet mission critical needs. First responders should be able to distribute and receive pictures, video and data in real-time from other officers, citizens and emergency dispatch systems.

It is the right place for public safety.

Existing research indicates that public safety needs at least 20 MHz of contiguous spectrum. This can only be achieved by combining the D block with the 10 MHz already allocated to public safety. Failure to reallocate the D block will drastically limit the bandwidth, and therefore the applications, first responders can utilize.

Commercial networks are not reliable in emergencies.

In disaster situations, customers clog commercial systems as they attempt to communicate with friends and loved ones, access information, and try to document the event online. This usage blocks first responders from reliably accessing the network. To protect life and property, first responders require what is referred to as “ruthless preemption” or the ability to kick commercial customers off the network. From a commercial provider standpoint, this is not an acceptable business practice. Therefore, efforts to provide priority to public safety on commercial networks will not meet public safety needs for assured access. Reallocating the D block would give public safety officials sufficient spectrum to utilize a variety of applications while also controlling access to the network during times of emergency. Providing public safety officials with priority access to commercial networks is insufficient and jeopardizes the public’s safety.

With the D Block one device will do it all—across the entire nation.

To date, public safety has been granted only small sections of spectrum over time, but never enough to consolidate communications into a single frequency band. This means that when multiple agencies respond to an event, they cannot communicate with each other because they each use radios that operate on different portions of the spectrum. Many police carry multiple radios just to ensure they can communicate with other responding agencies during emergencies. Giving public safety the D block would help end the need to utilize multiple communications systems which adds significantly to the cost and complexity of emergency communications.

The D block will reduce costs.

By providing a sufficient amount of contiguous spectrum, public safety will be able to team with commercial entities to utilize the most modern and reliable technologies for video and data communications today, and will be able to find new cost savings long-term through utilizing data communication between officers in the field for more effective and efficient policing and emergency response.

A Resolution of the City of Plano, Texas, in support of reallocating the 700 MHz D Block to Public Safety for a nationwide interoperable public safety broadband network; authorizing the City Manager or his authorized designee to support; and providing an effective date.

WHEREAS, sufficient dedicated broadcast spectrum that is free from interference is essential for municipalities' first responders to communicate during local, regional, and national emergencies; and

WHEREAS, public safety has been granted only small sections of spectrum over time, but never enough to consolidate communications into a single frequency band, resulting in a fragmented public safety spectrum that does not meet the need for nationwide interoperability in the post September 11th environment; and

WHEREAS, in the line of duty, first responders must be able to utilize mobile technologies citizens take for granted, such as: distributing and receiving pictures, video and data in real-time from other officers, citizens and emergency dispatch systems in order to achieve better policing and disaster response; and

WHEREAS, in emergency and disaster situations, commercial customers' usage slows and ultimately blocks first responders' access to commercial networks; and

WHEREAS, public safety authorities must have the ability to control when first responders need dedicated and secure access to a network; and

WHEREAS, the segment of 700MHz spectrum known as the "D Block" is uniquely positioned to provide a one-time opportunity to improve first responder communications and emergency response capabilities by providing sufficient broadband spectrum dedicated to first responders; and

WHEREAS, the federal government has a responsibility to provide adequate telecommunications spectrum as to create a secure and dedicated Nationwide Public Safety Broadband communications network among public safety and emergency services.

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

Section I. The City Council believes that:

1. The federal government must reallocate the 700 MHz D Block of spectrum to public safety for the purpose of building a Nationwide Public Safety Broadband communications network;
2. The Department of Commerce, the Department of Homeland Security, the Department of Justice, and the Federal Communications Commission must

work directly with representatives of state and local governments to ensure an appropriate governance model for the D Block of spectrum;

3. The federal government must ensure that municipalities are included in all nationwide interoperability planning efforts; and
4. The federal government must work with both state and local governments to build the Nationwide Public Safety Broadband communications network and ensure affordable access to the equipment necessary for its use.

Section II. The City Manager or his authorized designee is hereby authorized to execute any documents necessary to effectuate this position.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 13th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Lynne Jones - 7109				
CAPTION				
<p>A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Mutual Release and Termination Economic Development Incentive Agreement by and between the City of Plano and FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.</p>				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact.				
SUMMARY OF ITEM				
<p>The parties entered into an Economic Development Incentive Agreement on November 27, 2007. A subsequent Economic Development Incentive Agreement was entered into by the parties on November 8, 2010, which was intended to supersede the previous Agreement. This item terminates the November 27, 2007 Agreement. No monies have been paid under the 2007 Agreement.</p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
			n/a	

A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Mutual Release and Termination Economic Development Incentive Agreement by and between the City of Plano and FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA) and the City of Plano entered into an Economic Development Incentive Agreement on November 27, 2007 (the “2007 Agreement”); and

WHEREAS, On November 8, 2010 the parties entered into a subsequent Economic Development Incentive Agreement which was intended to supersede the 2007 Agreement (the “2010 Agreement”); and

WHEREAS, the City Council has been presented a proposed Mutual Release and Termination Economic Development Incentive Agreement between FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA) and the City of Plano which terminates the 2007 Agreement, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Termination Agreement”); and,

WHEREAS, upon full review and consideration of the Termination Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designee shall be authorized to execute it on behalf of the City of Plano.

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

Section I. The terms and conditions of the Termination Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Termination Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Termination Agreement.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the 13th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

Mutual Release and Termination Economic Development Incentive Agreement

This Mutual Release and Termination of Economic Development Incentive Agreement is made by and between the City of Plano, Texas (hereinafter referred to as the City) and FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA), (hereinafter referred to as Company)

WITNESSETH:

WHEREAS, the City and Company entered into an Economic Development Incentive Agreement as authorized by City Council on November 27, 2007 (the 2007 Agreement) attached as Exhibit "A"; and

WHEREAS, a subsequent Economic Development Incentive Agreement with different terms and conditions was entered into between the City and Company as authorized by City Council on November 8, 2010 (the 2010 Agreement), and

WHEREAS, the 2010 Agreement was intended to supersede the 2007 Agreement and the parties hereto now desire to terminate the 2007 Agreement, and release each other from any and all terms, conditions, and claims that either may have arising under (or in connection with) the 2007 Agreement, and have accordingly entered into this Agreement in order to evidence same;

NOW THEREFORE in consideration of the recitals above, the mutual covenants hereinafter set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. TERMINATION

The Economic Development Incentive Agreement approved by City Council on November 27, 2007 and attached hereto as Exhibit "A", is hereby terminated pursuant to Section 5.01(a) of that Agreement, and is of no further force or effect.

**II.
RELEASE**

THE PARTIES HEREBY MUTUALLY RELEASE EACH OTHER, AND EACH OF THEIR RESPECTIVE ELECTED OFFICIALS, OFFICERS EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL COSTS, DAMAGES, ACTIONS, PROCEEDINGS, DEMANDS, FINES, CLAIMS, AND/OR JUDGMENTS WHATSOEVER WHICH EITHER OF THE PARTIES HERETO NOW HAS OR MAY HEREAFTER HAVE, AGAINST THE OTHER PARTY HERETO, ARISING OUT OF, BY REASON OF, OR IN CONNECTION WITH THE 2007 ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, ATTACHED HERETO AS EXHIBIT "A" AND/OR THE TERMINATION THEREOF PURSUANT TO THE FOREGOING PROVISIONS. THE HEREIN RELEASE IS LIMITED SOLELY TO THE 2007 AGREEMENT AND IS NOT APPLICABLE TO THE 2010 AGREEMENT.

**III.
NO FURTHER OBLIGATIONS**

Upon the execution of this Agreement by both parties hereto, neither party shall have any further obligation to the other party pursuant to the terms and conditions of the 2007 Agreement attached hereto as Exhibit "A".

**IV.
VENUE**

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. Exclusive venue for any disputes arising out of this Agreement shall lie in Collin County, Texas.

**V.
SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**VI.
HEADINGS**

The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Release by signing below.

**FUTUREWEI TECHNOLOGIES, INC.
d/b/a Huawei Technologies (USA)**

Date: _____

By: _____
Name : _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement ("Agreement") is made by and between the City of Plano, Texas (the "City"), and FutureWei Technologies, Inc. a Texas Corporation d/b/a Huawei Technologies (USA), (hereinafter referred to as the ("Company")), acting by and through its respective authorized officers and representatives.

WITNESSETH:

WHEREAS, the Company is engaged in the business of design and development of telecommunications equipment as well as, sales and marketing of its product lines; and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to maintain and expand its business and commercial activities in the City, thereby generating additional local sales tax revenues and increasing ad valorem tax values for the City, would be an agreement by the City to provide an economic development grant to the Company; and

WHEREAS, Company agrees to occupy 18,000 square feet of office space located at 1700 Alma Dr., Suite 500, Plano, TX 75075 (the "Property"), create an estimated 25 additional full time positions, and retain 75 full time employees in Plano by December 31, 2008; and

WHEREAS, the retention of 75 full time employees and the addition of an estimated additional 25 full time employees to the City of Plano will promote economic development, stimulate commercial activity and enhance the tax base and economic vitality of the City; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 *et seq.* to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with the terms and conditions set forth in this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing and the premises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Commencement Date” shall mean April 1, 2007.

“Effective Date” shall mean the last date on which all of the parties hereto have executed this Agreement.

“Event of Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company’s operations in Plano.

“Job Equivalent” shall mean one or more Company job positions located at the Property which individually or when combined total 2080 hours annually.

Article II
Term

The term of this Agreement shall begin on the Commencement Date and continue until March 31, 2012, unless sooner terminated as provided herein.

Article III
Obligations of Company

In consideration for the grant of public funds as set forth in Section 4.01 below, the Company agrees to retain 75 job equivalents and create an estimated additional 25 new job equivalents to the Property on or before December 31, 2008 and to maintain those jobs for the term of this Agreement.

Article IV
Economic Development Grant

4.01 **Grant.** The City agrees to provide the Company a one-time cash grant of Six Hundred Twenty-Five Dollars (\$625.00) for each of the 75 job equivalent positions retained in Plano on the Commencement Date and Six Hundred Twenty-Five dollars (\$625.00) for each additional new job equivalent position created in Plano by December 31, 2008, which sum will not exceed One Hundred Thousand Dollars (\$100,000.00), as long as the company meets its obligations as provided in Article III above throughout the term of this Agreement.

4.02 **Grant Payments.** The total payment shall be calculated in accordance with Article 4.01. The Chief Financial Officer or an officer of equivalent position in the Company shall certify to the City by submitting Exhibit "A" the actual number of full time Job Equivalents at the Property as of April 1, 2007 and December 31, 2008. Exhibit "A" also includes the total number of full time Job Equivalents on December 31, 2009, December 31, 2010, and December 31, 2011. To receive payment the Company shall confirm that, for the term of the Agreement, it has not allowed retained or new Job Equivalents at the Property to fall below the total number of Job Equivalents for which Company seeks a grant payment under this Agreement for 180 consecutive days or more not the result of an Event of Force Majeure. Except as otherwise indicated, payment under this Agreement shall be paid within thirty (30) days after the Company submits Exhibit "A", but no earlier than January 31, 2012, and verifies to the reasonable satisfaction of the City that Company has met its obligations outlined in this section and in Article III.

4.03 **Refunds.** In the event the Company, at any time during the term of this Agreement, is convicted of a violation under 8 U.S.C. Section 1324a(f) regarding the unlawful employment of undocumented workers, it shall reimburse the City all grant funds paid pursuant to this Agreement together with interest charged from the date of payment of the funds at the statutory rate for delinquent taxes as determined by V.T.C.A., Tax Code § 33.01, but without the addition of penalty. Repayment of grant funds and interest shall be due not later than 120 days after the date the City notifies the Company of the violation.

Article V Termination

5.01 This Agreement terminates upon any one or more of the following:

- (a) By mutual written agreement of the parties;
- (b) Upon expiration of the Term;
- (c) By either party, if the other party defaults or breaches any of the terms or conditions of this Agreement and such default or breach is not cured within thirty (30) days after written notice thereof (provided that such thirty (30) day period shall be extended if the default of a nature that cannot reasonably be cured within such thirty (30) day period and further provided that the remedy is being diligently pursued); and
- (d) By either party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable, provided, that such termination notice shall set forth an explanation of the terminating party's basis for termination under this subsection (d).

5.02 **Effect of Termination.** The rights, responsibilities and liabilities of the Parties under this Agreement shall be extinguished upon the applicable effective date of termination of this Agreement, except for any obligations that accrue prior to such termination or as otherwise provided herein. All rights and obligations set forth above shall survive the termination of this Agreement.

Article VI
Miscellaneous

6.01 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto. This Agreement may not be assigned without the express written consent of the non-assigning party, except that the Company may assign this Agreement without obtaining the City's consent (a) to one of its affiliates, or (b) to any person or entity that directly or indirectly acquires, through merger, sale of stock, purchase or otherwise, all or substantially all of the assets of the Company.

6.02 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. Neither party shall have any authority to act on behalf of the other party under any circumstances by virtue of this Agreement.

6.03 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.04 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City:
City of Plano, Texas
Attention: Thomas H. Muehlenbeck
City Manager
1520 Avenue K
P.O. Box 860358
Plano, Texas 75086-0358

With a copy to:
City of Plano, Texas
Attention: Diane Wetherbee
City Attorney
1520 Avenue K
Plano, Texas 75086-0358

If intended for the Company:
FutureWei Technologies, Inc. d/b/a Huawei Technologies (USA)
Attention: Mr. Haibo Lin
1700 Alma Drive, Suite 100
Plano, Texas 75075

6.05 **Entire Agreement.** This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

6.06 **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Venue for any action concerning this Agreement, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Collin County, Texas.

6.07 **Amendment.** This Agreement may only be amended by the mutual written agreement of the parties.

6.08 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.09 **Recitals.** The recitals to this Agreement are incorporated herein.

6.10 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.11 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.12 **Dispute Resolution.** Any controversy or claim arising from or relating to this Agreement, or a breach thereof shall be subject to non-binding mediation, as a condition precedent to the institution of legal or equitable proceedings by any party. The parties shall endeavor to resolve their claims by mediation that, unless the parties mutually agree otherwise, shall be in accordance with the American Arbitration Association's Commercial Mediation Rules in effect at the time of mediation. Request for mediation shall be filed concurrently with the other party. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing for mediation, unless stayed for a longer period of time by agreement of the parties. The party requesting the mediation shall bear all costs related to the mediation. The mediation shall be held in Collin County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any Court having jurisdiction thereof.

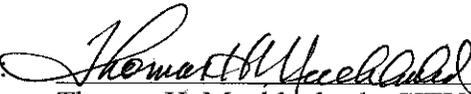
EXECUTED on this 27th day of November, 2007.

ATTEST:

CITY OF PLANO, TEXAS, a home rule
municipal corporation

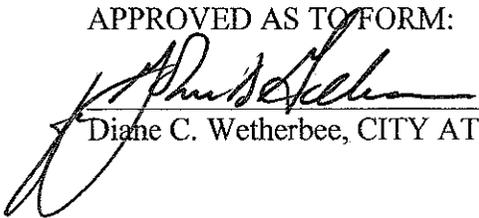


Diane Zucco, CITY SECRETARY

By: 

Thomas H. Muehlenbeck, CITY
MANAGER

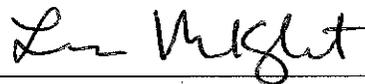
APPROVED AS TO FORM:



Diane C. Wetherbee, CITY ATTORNEY

ATTEST:

FUTUREWEI TECHNOLOGIES, INC.
d/b/a HUAWEI TECHNOLOGIES (USA),
a Texas Corporation



BY: 

Haibo Lin
Executive Vice President

EXHIBIT "A"

FINAL CERTIFICATE OF COMPLIANCE

I hereby certify that _____ has hired/transferred/retained 75 full time job equivalents effective as of April 1, 2007 and has added an additional _____ full time equivalents prior to December 31, 2008. Additionally, _____ had a total of _____ full time job equivalents as of December 31, 2009, a total of _____ full time job equivalents by December 31, 2010 and a total of _____ full time job equivalents by December 31, 2011. _____ is in compliance with each applicable term as set forth in Article III of the Agreement to Resolution No. 2007-11-33(R) as of January 31, 2012, and is entitled to receive payment under the terms of that Agreement.

ATTEST:

FUTUREWEI TECHNOLOGIES,
INC. d/b/a HUAWEI TECHNOLOGIES
(USA), a Texas Corporation

By:

Name: Haibo Lin
Title: Executive Vice President

Date

NOTE:

This Certificate of Compliance should be mailed to:

City of Plano
Finance Department
P.O. Box 860358
Plano, Texas 75086-0358



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/10		
Department:		Finance		
Department Head		Denise Tacke		
Agenda Coordinator (include phone #): Katherine Crumbley - 7479				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving the financing by the Red River Education Finance Corporation of education facilities located within the City of Plano, Texas for John Paul II High School, Inc.; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-2011	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S):				
COMMENTS: This item has no fiscal impact for the City of Plano.				
SUMMARY OF ITEM				
To empower the Red River Education Finance Corporation of Education Facilities to issue obligations on behalf of Windthorst, Texas.				
List of Supporting Documents: Resolution			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City Council of the City of Plano, Texas, approving the financing by the Red River Education Finance Corporation of education facilities located within the City of Plano, Texas for John Paul II High School, Inc.; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, Chapters 53 and 53A, Texas Education Code, as amended (the "Act"), authorizes and empowers Red River Education Finance Corporation (the "Issuer") to issue obligations on behalf of Windthorst, Texas (the "Issuing Unit"), for the purpose of aiding institutions of higher education and accredited primary and secondary schools and authorized charter schools in providing education facilities and facilities incidental, subordinate or related thereto or appropriate in connection therewith; and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of obligations must be approved by the City of Plano City Council (the "Council"), because the Project will be located within the City of Plano, Texas (the "City") and outside the limits of the Issuing Unit ; and

WHEREAS, John Paul II High School, Inc. (the "Borrower"), a Texas nonprofit corporation, proposes to obtain financing and refinancing from the Issuer from the proceeds of the Issuer's note in a maximum principal amount of \$30,000,000.00 (the "Note") issued pursuant to the Act to finance and refinance the costs of certain education facilities located at 900 Coit Road, City of Plano, Collin County, Texas for John Paul II High School, Inc. (the "Project"); and

WHEREAS, the Issuer has requested that the City Council approve their issuance of obligations in order to satisfy the public approval requirement of the Code; and

WHEREAS, pursuant to the Code, a public hearing was held with respect to the Note and the Project on November 30, 2010, as documented by the minutes of the Issuer and attached hereto as Exhibit "A"; and

WHEREAS, the City Council desires to consent to the financing by the Issuer for the purpose of aiding John Paul II High School, Inc.

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

Section 1. The City hereby consents to the issuance of Obligations by the Issuer of the Project for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended in a maximum principal amount of \$30,000,000.00 for the purpose of financing and refinancing the costs of certain education facilities for John Paul II High School, Inc.

Section 2. The approval herein granted is solely for the purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, and shall not be construed as a representation, warranty, endorsement or other undertaking of any kind by the City of Plano in respect to the Project and/or Obligations. The foregoing approval shall not constitute a debt or obligation of the City of Plano. Neither the full faith and credit nor the taxing power of the City of Plano shall be pledged to any payment of principal, redemption premium, if any, or interest of the Obligations.

Section 3. The City Manager or his designee is hereby authorized to execute and deliver such endorsements, certificates, instruments, or other papers and to do all other things necessary or advisable to give effect to the intent and purpose hereof.

Section 4. This Resolution shall take effect immediately from and after its adoption and it is accordingly so ordered.

DULY PASSED AND APPROVED this the 13th day of December, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

Exhibit "A"
MINUTES OF PUBLIC HEARING
Red River Education Finance Corporation

Re: Red River Education Finance Corporation Promissory Note (John Paul II High School, Inc.)
Series 2010

I, Brian McPheeters, hearing officer for Red River Education Finance Corporation (the "Issuer"), the issuer of the above referenced Note (the "Note"), called the Public Hearing of the Issuer on November 30, 2010 to order.

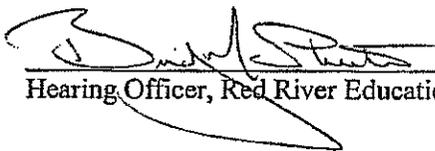
I declared that a Public Hearing, required under Section 147(f) of the Internal Revenue Code of 1986 was open for purposes of discussing the Note and the facilities to be refinanced with the proceeds of the Note (the "Project") by John Paul II High School, Inc.

I declared that the required notice of the Public Hearing for the Project was published in the DALLAS MORNING NEWS, being a newspaper of general circulation in the City of Plano, Collin County, Texas, as evidenced by the Affidavit of Publication attached hereto as Exhibit A.

I proceeded to hold the Public Hearing. Comments and discussions with respect to the Note and the Project are summarized in Exhibit B, attached hereto.

After sufficient time was given for all present to make their comments with respect to the Note and the Project, I declared the Public Hearing closed.

Dated: November 30, 2010



Hearing Officer, Red River Education Finance Corporation

AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS :
COUNTY OF DALLAS :
CITY OF DALLAS :

BEFORE ME, a notary public in and for the above named County, on this day personally appeared the person whose name is subscribed below, who, having been duly sworn, says upon oath that he or she is a duly authorized officer or employee of THE DALLAS MORNING NEWS, which is a newspaper of general circulation in Dallas County, devoting not less than 25% of its total column lineage to the carrying of items of general interest, published not less frequently than once each week, entered as second-class postal matter in the county where published, and having been published regularly and continuously for not less than 12 months prior to the making of any publication; and that a true and correct copy of the PUBLIC HEARING NOTICE REGARDING ISSUANCE OF BONDS, a clipping of which is attached to this Affidavit, was published in said Newspaper on the following date:

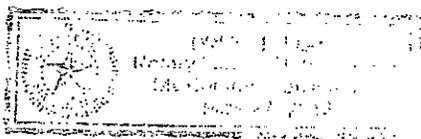
November 15, 2010

Marilyn Jewell
Authorized Officer or Employee

SUBSCRIBED AND SWORN TO BEFORE ME on the 15 day of November, 2010.

Linda Blash
Notary Public

NOTARY SEAL



Legal Notices

**PUBLIC HEARING
NOTICE REGARDING
THE ISSUANCE OF
BONDS**

A public hearing will be held at 9:00 a.m. on November 30, 2010, at the administrative offices of John Paul II High School, Inc., 900 Colt Road, Plano, Texas 75075. Among the items to be discussed at the hearing will be a proposal for a tax-exempt loan (the "Loan") to be made by the Red River Education Finance Corporation (the "Issuer") to John Paul II High School, Inc. (the "Borrower") to (a) finance and refinance the cost of acquisition, construction, reconstruction and equipping of educational facilities and facilities incidental, subordinate or related thereto or appropriate for use by the Borrower, being a private high school with related facilities located at 900 Colt Road in Plano, Texas (the "Project") and (b) pay the costs of issuance of the Loan. The Project is owned and operated by the Borrower. The maximum principal amount of the Loan may not exceed \$30,000,000. All persons interested in such matters are invited to submit written comments to the Borrower at 900 Colt Road, Plano, Texas 75075, prior to the time set for the public hearing, or to attend the public hearing and express any comments they may have regarding the Project or the Loan.

EXHIBIT B

No member of the public attended the Public Hearing, and thus no comments were made or
discussion had about the Project or the Note.



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Doris Carter x5350				
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving updates of the regulations for the use of Buffington Community Services Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2010-11	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
FUND(S): GENERAL FUND				
COMMENTS: This item has no fiscal impact to the City.				
STRATEGIC PLAN GOAL: Updating grant regulations relates to the City's goal of "Partnering for Community Benefit."				
SUMMARY OF ITEM				
At the direction of Council, the Community Relations Commission has reviewed and provided updates to the Buffington Community Services Grant (BCSG) regulations. If approved, regulations will be in effect for the 2011 Consolidated Grant Applications.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memo, Resolution				

MEMORANDUM

Date: November 29, 2010

To: Tom Muehlenbeck, City Manager
Frank Turner, Deputy City Manager

From: Christina Day, Community Services Manager

Subject: Buffington Community Services Grant and Community Development Block Grant
Public Service Fund Requirements

At the April 26, 2010, City Council meeting, the Council directed the Community Relations Commission to review the Buffington Community Services Grant (BCSG) for recommended updates, including the much discussed definition of "emergency services."

The BCSG is very desirable to local nonprofit agencies due to its flexibility. While the simplicity of the BCSG grant is one of its greatest strengths, the lack of more specific standards has resulted in expenditures that may not be in the best interest of the community.

At their July 13, 2010, meeting, the Commission appointed a subcommittee to review and make recommendations on this topic. On November 18, 2010, the Commission approved the subcommittee recommendations.

Proposed Modifications

The following is the resulting update to the BCSG standards for your consideration (additions are underlined; deletions are struck-through).

- A. OBJECTIVES - *The City of Plano recognizes the need for community services within the City and, for this reason, makes funds available for social services. ~~The majority of these funds will be granted to agencies that provide for emergency needs for Plano residents, such as food, shelter, clothing, and preventive health care.~~ The Buffington Community Services Grant (BCSG) supplies funds for programs that provide short-term, urgent economic assistance or care services, offering immediate relief of crisis impacting the physical and/or mental health of Plano residents. General categories for such assistance and care include food, clothing, shelter, transportation, and medical or crisis counseling care. All such services will contribute to one or more goals of the City's current, adopted Consolidated Plan of Housing and Community Development Goals.*
- B. REQUIREMENTS - *Grants are for expenses incurred within the City of Plano Fiscal Year, between October 1 and September 30. All funds must be spent no later than September 30. Bills remaining to be paid after that date may not be paid with BCSG funds. Unspent funds must be returned to the City of Plano. Records to*

justify expenditures must be maintained by the agency for a period of five years after termination of the grant agreement.

Per the State of Texas, grants to a social service organization may not exceed 50% of the organization's annual budget.

C. INELIGIBLE ACTIVITIES – Non-profit organizations may not utilize ~~The following activities MAY NOT be assisted with BCSG funds for any of the following:~~

- ~~1. No more than 50% of the grant request may be for salaries. However, under unusual circumstances, exceptions may be approved by the Commission.~~
2. Duplication of services or programs.
3. Social functions, parties, receptions, fund-raising benefits, refreshments, or beverages.
4. Licensing fees of any kind.
5. Underwriting, investments, stocks, bonds, or any financial obligation.
6. ~~Interest and/or depreciation on loans, Fines, penalties, or costs of litigation.~~

Explanation of Proposed Modifications

A. Objectives

1. Emergency Services Provider: Due to regular difficulty in determining which agencies “provide for emergency needs for Plano residents, such as food, shelter, clothing, and preventive health care”, the Community Relations Commission established a definition for Emergency Services Provider as follows: “an organization whose primary mission is to provide short-term, urgent economic assistance or care services, offering immediate relief of crisis impacting the physical and/or mental health of Plano residents. General categories for such assistance and care include food, clothing, shelter, transportation, and medical or crisis counseling care.”

As the language is structured, a grant request coming from an agency that provides emergency services is qualified as part of the required majority funding, whether or not the request itself is for an emergency service. Additionally, in recent years, the Commission has struggled with the preponderance of valuable preventative health and counseling programs that provide significant benefits for the community by stabilizing vulnerable residents, yet do not necessarily meet an emergency need. Some of these services directly benefit the City by assisting Police, Fire, Property Standards, and Community Services staff in providing mental health and other support for residents that otherwise create a considerable demand on City resources.

To resolve these concerns, it is recommended that Commission's definition be adopted as the objective of the grant. All grant requests would be required to meet the definition.

2. Consolidated Plan Goals: The City spends considerable resources developing a Consolidated Plan of Housing and Community Development goals every five years. This plan researches, seeks public input and adopts public service goals consistent with the objectives of the Buffington Community Services Grant. Therefore, it would be reasonable that the City's community service funds be allocated in a manner consistent with its related, adopted Consolidated Plan.

B. Requirements: No changes are recommended to this section.

C. Ineligible Activities:

1. Item 1: The salary funding limitation is recommended for removal. The Commission prefers to focus on funding of eligible activities at a reasonable cost by fiscally responsible agencies. Since many quality programs have high personnel costs, it is recommended to fund personnel as an eligible program expense regardless of the percent of the grant funding.
2. Item 2: Duplication of services should be allowed due to the variation of clients between agencies. For example, rent assistance service may be provided by two agencies, but the programs are different because each agency only serves a limited clientele, such as victims of domestic violence or severely disabled. As long as programs are not duplicated (i.e. we do not fund two agencies supporting rent assistance for the severely disabled) our funds are not going to serve the same clients for the same purpose in more than one agency.
3. Item 6: Removing the restriction on interest on loans will allow use of the funds to support agency operating costs in the form of mortgages and homeowner homelessness prevention for mortgage assistance.

A Resolution of the City Council of the City of Plano, Texas, approving updates of the Rules and Regulations for the use of Buffington Community Services Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing the effective date.

WHEREAS, the City Council recognizes the continuing need for community services within the City and, for this reason, makes funds available for social services;

WHEREAS, the City Council directed the Community Relations Commission to review the Buffington Community Services Grant for recommended updates, including the definition of “emergency services”, to ensure these regulations are meeting their intent and directing funding in the best interest of the citizens of Plano; and

WHEREAS, the Community Relations Commission has considered the existing regulations and is recommending the Buffington Community Services Grant regulations be adopted as stated below;

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

Section I. - The Buffington Community Services Grant regulations, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved as follows:

- “A. **OBJECTIVES** – The City of Plano recognizes the need for community services within the City and, for this reason, makes funds available for social services. The Buffington Community Services Grant (BCSG) supplies funds for programs that provide short-term, urgent economic assistance or care services, offering immediate relief of crisis impacting the physical and/or mental health of Plano residents. General categories for such assistance and care include food, clothing, shelter, transportation, and medical or crisis counseling care. All such services will contribute to one or more goals of the City’s current, adopted Consolidated Plan of Housing and Community Development Goals.
- B. **REQUIREMENTS** - Grants are for expenses incurred within the City of Plano Fiscal Year, between October 1 and September 30. All funds must be spent no later than September 30. Bills remaining to be paid after that date may not be paid with BCSG funds. Unspent funds must be returned to the City of Plano. Records to justify expenditures must be maintained by the agency for a period of five years after termination of the grant agreement.

Per the State of Texas, grants to a social service organization may not exceed 50% of the organization’s annual budget.

C. INELIGIBLE ACTIVITIES – Non-profit organizations may not utilize BCSG funds for any of the following:

1. Duplication of programs.
2. Social functions, parties, receptions, fund-raising benefits, refreshments, or beverages.
3. Licensing fees of any kind.
4. Underwriting, investments, stocks, bonds, or any financial obligation.
5. Fines, penalties, or costs of litigation.”

Section II. - This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 13TH DAY OF DECEMBER, 2010.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

Approved as to form:

Diane C. Wetherbee, CITY ATTORNEY



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/13/2010		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): Doris Carter x5350				
CAPTION				
Public Hearing and Comment: Review of the Consolidated Annual Performance Report for the use of Federal Funds 2009-10 grant year as received by the U.S. Department of Housing and Urban Development.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): GRANT FUND				
COMMENTS: This item has no fiscal impact to the City.				
STRATEGIC PLAN GOAL: The Consolidated Annual Performance Report relates to the City's goal of "Great Neighborhoods - 1st Choice to Live" and "Partnering for Community Benefit."				
SUMMARY OF ITEM				
The City is required to inform the public regarding the use of federal grant funds provided to the City each year. The attached report describes consolidated plan goals for the year and the results which were achieved. These accomplishments directly support Goal 4 "Great Neighborhoods-1 st Choice to Live" and Goal 6 "Partnering for Community Benefit".				
List of Supporting Documents: Memo, Report			Other Departments, Boards, Commissions or Agencies	

M E M O R A N D U M

DATE: November 29, 2010
TO: Frank Turner, Deputy City Manager
FROM: Christina Day, Community Services Manager
RE: 2009-10 Consolidated Annual Performance Evaluation Report

Please find attached the Consolidated Annual Performance Evaluation Report for the use of federal funds in Plano in 2009-10. The report is prepared as a requirement for the use of federal funds. Its purpose is to inform the public regarding how the federal funds were used during the year.

To summarize the report, Plano expended \$1,986,451 in federal funds. 100% of federal funds expended were used to provide housing and/or public services for 410 low income individuals and 226 low income households residing in Plano. In addition, the City of Plano provided \$527,600 in Buffington Community Services funds to provide emergency services to residents such as food, shelter, clothing and preventative healthcare assistance. City funds assisted 6,610 individuals and 303 households in need. These accomplishments directly support City Council Strategic Plan goals: Goal 4 "Great Neighborhoods-1st Choice to Live" and Goal 6 "Partnering for Community Benefit."

Six new affordable houses were completed and 44 single-family homes obtained assistance with housing rehabilitation. Thirty eight homebuyer families received down payment and closing cost assistance. A total of 272 Plano residents attained assistance with housing needs, including both homeowner and rental assistance.

In addition to housing needs, the following needs were met through grants with various non-profit organizations or city programs. (Please note that some of the residents who were assisted appear in more than one of the following categories.)

Homeless/At-Risk of Homelessness	417
Elderly	1,132
Persons with HIV/AIDS	43
Youth	673
Education/Literacy	62
Health Services	2,846
Rent and Utility Assistance	641

2009 City of Plano

**Consolidated Annual Performance
Evaluation Report**



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1 Introduction

In accordance with the U.S. Department of Housing and Urban Development's (HUD) 24 CFR Part 91, the City of Plano is required to submit the Consolidated Annual Performance Evaluation Report (CAPER) to HUD regarding program performance. This report is a summary of accomplishments and an account of allocations and expenditures for activities undertaken as a part of the City of Plano 2005-2009 Consolidated Plan. The 2009 City of Plano CAPER covers the program year July 1, 2009 through September 30, 2010, the final program year within the 2005-2009 Consolidated Plan. By law, the City of Plano CAPER must be available for public comments 15 days prior to report submission. Additionally, this report must be submitted to HUD within 90 days of the close of the program year.

2 Executive Summary

2 Executive Summary

During the 2009-2010 HUD program year, the City of Plano expended \$1,986,451 in Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds, \$572,994 in American Recovery and Reinvestment Act funds, and \$527,600 in general funds to assist Plano residents in improving their quality of life. The combination of federal and general funds enable the city to accomplish goals set forth six years ago in the 2005-2009 Consolidated Plan.

2.1 Federal Funds

During the 2009 program year, the City of Plano signed funding agreements with the U.S. Department of Housing and Urban Development (HUD) for \$1,273,226 in Community Development Block Grant (CDBG) funds, \$482,440 in HOME Investment (HOME) funds, \$332,930 CDBG-Recovery (CDBG-R) funds, and \$509,050 in Homelessness Prevention and Rapid Re-Housing (HPRP) funds. All of these funds were used to assist low income families living with the city of Plano.

The City of Plano recognizes the vital role of nonprofit organizations within our community and accomplished many of the achievements mentioned in this report with their help. Table 2.1 shows agency names and their corresponding HUD activity number that received CDBG HOME and/or HPRP funds to help the City of Plano serve residents during the 2009 program year.

2009 Activities	HUD Activity Number
AIDS Service of North Texas	421
Boys and Girls Club of Collin County	418
Communities in Schools Dallas Region	422,423
Christ United Methodist Church	450
City of Plano Housing Rehabilitation Program	379,416
City of Plano First Time Homebuyer Program	427,428,429,430,431,440,441,442, 443,444,445,446,447,453,454,455, 456,457,458,459,461,462,463,464, 465,466,467,475,477,478,479,480, 481,482,483,484,485,486

2009 Activities	HUD Activity Number
Crossroads Family Services	419
Habitat for Humanity of South Collin County	401,410,448,452,469,470
Interfaith Housing Coalition	434
Legal Aid of Northwest Texas	437
LifePath Systems	420
Plano Housing Corporation	449,451,472
Samaritan Inn	436
Samaritan Inn (City of Plano Homelessness Prevention Program)	417

Table 2.1 2009 Plano CDBG/HOME/HPRP Agencies

The City of Plano focuses its federal dollars on individuals and families with the greatest need. All of the funds received from HUD were spent on individuals and households at or below 80% of the area median income classified as low income by HUD. During the past program year, 410 individuals and 226 households living in the city of Plano were assisted with HUD funds. These individuals enjoyed access to new and/or improved services which helped them maintain, and in many cases improve, their current social and economic situations.

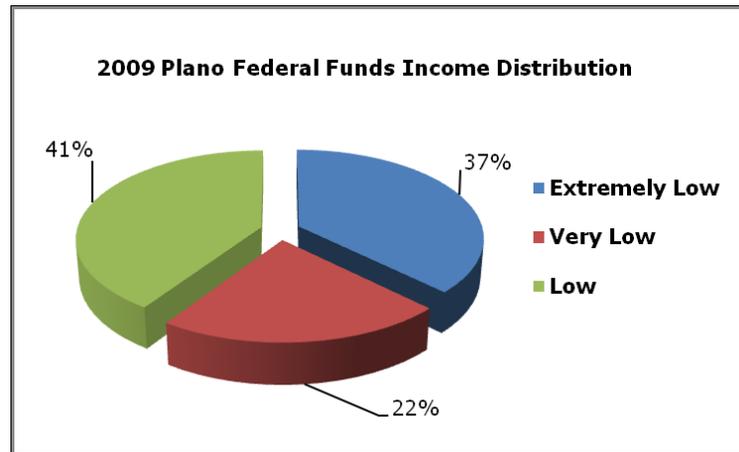
The City of Plano uses HUD-designated income limit categories to group individuals receiving assistance. The chart below shows the income categories.

Percentage of the Area Median Income	Income Category
30% or below	Extremely Low
31% - 50%	Very Low
51% - 80%	Low

Table 2.2 2009 HUD Income Categories

2 Executive Summary

CDBG regulations require that at least 51% of all individuals assisted be low-to-moderate income and all individuals assisted with HOME funds must be low income. Picture 2.1 represents the income categories of individuals and households assisted with federal funds in the 2009-10 program year.



Picture 2.1

2.2 City Funds

Buffington Community Services Grant Funds

The City of Plano uses its five year Consolidated Plan as a guide for how the City will address community needs through the use of HUD and City funds. During the 2009 program year, the City of Plano set aside \$2 per capita of general fund monies to be distributed as Buffington Community Services Grant (BCSG) funds. These funds supplement the lack of federal funds available to help obtain Consolidated Plan goals. The program year for BCSG funds is October 1-September 30. In 2009, \$527,600 of general fund monies were set aside for BCSG grants. The following agencies received BCSG funds for 2009:

Table 2.2

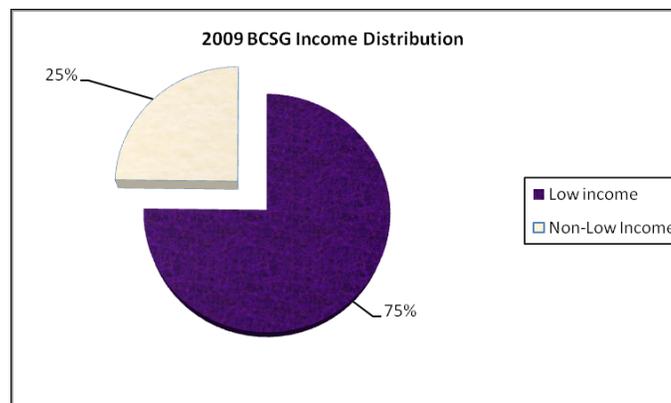
Agency Names	
Assistance Center of Collin County	Journey of Hope
Assistance League of Greater Collin County	Maurice Barnett Geriatric Wellness
Avenues Counseling Center	Plano Children's Medical Clinic
CASA of Collin County	Plano Community Charity
Collin County Adult Clinic	PISD Family Literacy

Agency Names	
Collin County Children's Advocacy Center	Rape Crisis Center
Collin County Committee on Aging	Salvation Army
Family Outreach	Samaritan Inn
Hope's Door	Special Care and Career Services

Table 2.3 2009 Plano BCSG Agencies

The majority of BCSG funds are used to provide emergency services to Plano residents such as food, shelter, clothing, and preventative healthcare assistance. Though the City does not have a low-to-moderate income level requirement for BCSG funds, the majority of BCSG agencies report that they only assist those who are low-income.

During program year 2009, 6,610 individuals and 303 households living in Plano were assisted with BCSG funds. As shown in the picture below, 63% of those helped were considered low income by the reporting agency.



Picture 2.2

In summary, the City of Plano has assisted 7,020 individuals and 529 households living within the city limits through a combination of HUD and general funds. The City has met and exceeded many of the goals set forth in the 2005-2009 City of Plano Consolidated, as well as met many of the goals established in the 2009-2010 City of Plano Action Plan.

3 Project Narratives by Consolidated Plan Priority

3 Project Narratives by Consolidated Plan Priority

The City of Plano 2005-2009 Consolidated Plan established a hierarchy of priority needs for the city, and the 2009 City of Plano Action Plan sought to address those needs. The priority needs addressed during the 2009 program year are as follows:

Priority Housing Needs:

- Reduce the housing cost burden for extremely low and very low households;
- Preserve existing affordable housing stock; and
- Increase homeownership of low income populations

Special Needs Population Priorities:

- Increase the availability of supportive services for special needs populations.

Community Development Priorities:

- Develop additional services to support at-risk youth.

The remainder of the chapter will summarize the 2009 program year accomplishments in reference to the number of units projected in the 2009 Action Plan, submitted to HUD in April 2009. Tables 3A and 3B, located in the Appendices of this document, show a numerical summary of the narratives below.

3.1 HOUSING PRIORITIES

Five projects fall under the Housing Priority category of the Consolidated Plan. As stated previously, in 2009, the following housing priorities were addressed:

- Reduce the housing cost burden for extremely low and very low;
- Preserve existing affordable housing stock;
- Increase homeownership of low income populations; and
- Improve fair housing outreach and education.

3.1.1 Habitat for Humanity

Habitat for Humanity of South Collin County helped the City of Plano meet the priority of reducing the cost burden for extremely low and very low income households. The households that live in Habitat for Humanity homes are within the very low income category. Approximately \$73,811 in HOME funds were distributed during the 2009 program year for this project.

During program year 2009, Habitat for Humanity acquired one lot and completed the construction and selling of six homes. Each home built enabled a low income household to become a homeowner.

3.1.2 Plano Housing Corporation

Plano Housing Corporation (PHC) meets the priority housing need of preserving affordable housing stock in Plano. PHC is the City's sole Community Housing Development Organization, and it received funds to acquire lots and rehabilitate existing homes. Approximately \$232,576 in CDBG and HOME funds were used during the program year. These funds provided operational expenses and rehabilitation associated with repairing four houses sold during program year 2009 to a low-to-moderate income household.

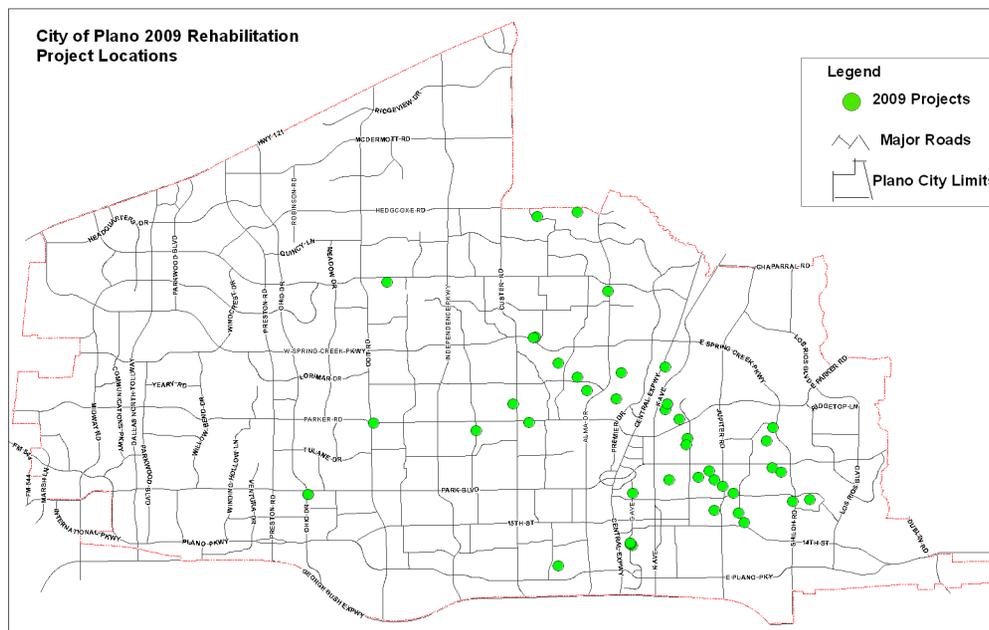
3.1.3 Christ United Methodist Church

Christ United Methodist Church's "House on the Corner" program addresses the city's priority need of increasing homeownership of low income populations. Approximately \$58,637 in HOME funds were used during the 2009 program year to assist the church in building a new house for a low income household.

3.1.4 City of Plano Housing Rehabilitation

The City of Plano Housing Rehabilitation Program meets the priority housing need of preserving the affordable housing stock. The City actively worked to improve its oldest and most affordable neighborhoods. As mentioned in the City of Plano Consolidated Plan, the area located east of U.S. Highway 75, represents some of the city's lowest income neighborhoods. Therefore, the City of Plano is making every effort to improve the neighborhoods and the lives of those residents. Approximately \$889,522 in CDBG and HOME funds were spent to rehabilitate 14 homes, and provide emergency home repair assistance to 30 homes. Of those homes assisted, eleven fell within the extremely low income category and the remaining 33 fell within the very low and low income categories. The 2009 City of Plano Housing Rehabilitation Project Location map (Picture 3.1) shows where housing improvements took place within the 2009 program year.

3 Project Narratives by Consolidated Plan Priority

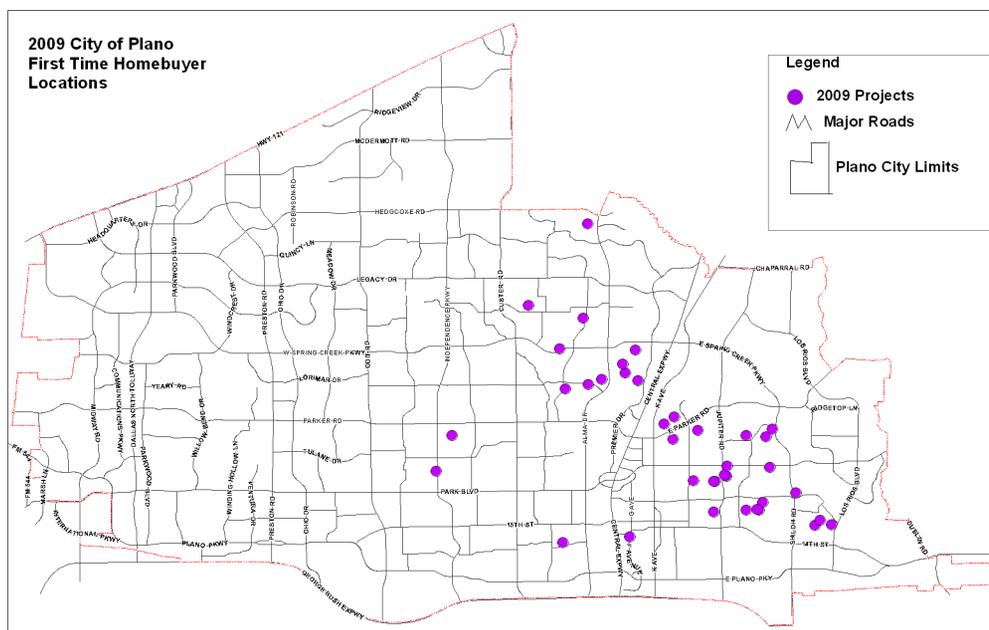


Picture 3.1

3.1.5 First Time Homebuyer Program

The City of Plano's First Time Homebuyer and ADDI Programs allow the City to help increase the homeownership rate of low income populations. The City of Plano, like HUD, recognizes the importance of helping an individual become a homeowner. Owning a home can allow an individual to claim their independence and provide stability. The City provided First Time Homebuyer classes to those interested in purchasing a house. Over 200 individuals attended classes held at the Plano Municipal Building during program year 2009.

Moreover, the 2009 program year experienced a drastic increase in individuals seeking homeownership. Such increase can be explained partially by the decrease in housing prices due to the economy as well as the federal tax credit given to those who purchased houses. The City spent approximately \$250,425 in CDBG and HOME funds to help 38 low income households achieve the American dream of homeownership. The 2009 City of Plano First Time Homebuyer Project Location map (Picture 3.2) shows where in Plano those homes were purchased.



Picture 3.2

3.2 SPECIAL NEEDS POPULATION PRIORITIES

The Special Needs Population Priority of increasing the availability of supportive services needed by special needs populations was addressed by 17 agencies. The 2005-2009 Consolidated Plan recognizes the following populations as special needs populations:

- The Elderly;
- Persons Experiencing and/or At-Risk of Homelessness;
- Persons with Disabilities;
- Persons with HIV/AIDS;
- Persons with Mental Illness;
- Persons with Substance Dependence or Abuse;
- Youth; and
- Victims of Domestic Violence.

The following three agencies assisted special needs populations with CDBG funds.

3.2.1 AIDS Services of North Texas

AIDS Services of North Texas helped increase the availability of supportive services for special needs populations. \$51,000 in CDBG funds were used to provide needed nutritional and medical services to 43 Plano residents with HIV/AIDS.

3 Project Narratives by Consolidated Plan Priority

3.2.2 Samaritan Inn

The Samaritan Inn administers the City of Plano Homelessness Prevention Program. This program helps prevent homelessness with one-time limited cash assistance. The target households are those who can usually maintain their housing, but who have had to deal with a sudden, short-term financial crisis which left them temporarily unable to meet their housing costs. The program is not intended for persons who are chronically in financial trouble. \$51,622 in CDBG funds provided emergency rent and/or utility assistance to Plano residents. The program assisted 45 households during the 2009 program year.

3.2.3 LifePath Systems

LifePath Systems provides Mental Health, Mental Retardation and Early Childhood Intervention services to those who have been medically diagnosed with disabilities. \$7,688 in CDBG funds were used to assist their clients with rental and/or utility assistance. These emergency funds allowed clients to continue down the path of self sufficiency and disability management without focusing on becoming homeless.

3.2.4 City-Funded Projects

Of the City's general funds, \$267,468 of Buffington Community Service Grant (BCSG) funds were awarded to 11 agencies to help address the needs of special needs populations.

Elderly Populations:

The Geriatric Wellness Center assisted 933 individuals in achieving physical and mental well being. The Collin County Committee on Aging provided meals to 199 elderly Plano residents. Many of the residents served may not otherwise have a hot meal to eat.

Homeless or At-risk of Homelessness:

The Assistance Center of Collin County used BCSG funds to assist 166 Plano residents with rent and/or utility assistance. Similarly, Plano Community Charity assisted 234 residents with rent and/or utility assistance. The Salvation Army assisted 62 households with rent and/or utility assistance. The Samaritan Inn used BCSG funds to assist 62 individuals with case management and services for shelter residents that became homeless while living in Plano.

Persons in Need of Medical Treatment:

Persons in need of medical treatment include those needing substance abuse assistance, as well as general medical services provided through clinics. Avenues Counseling Center provided assistance to 25 individuals dealing with substance abuse and/or mental health challenges. Plano Children's Medical Clinic provided preventative healthcare to 780 of the

city's children through the purchase of basic medical supplies. Additionally, the Collin County Adult Clinic provided preventative medical assistance to 2,041 individuals. Often times, their assistance keeps Plano residents out of the hospitals and emergency room.

Disabled Persons:

Special Care and Careers provided job training and job placement services to seven disabled adults living in the City of Plano.

Victims of Domestic Violence:

Hope's Door assisted 355 battered women and children with counseling and shelter.

3.2.5 HPRP-Funded Projects

On February 17, 2009, the American Recovery and Reinvestment Act of 2009 ("Recovery Act") was authorized under Title XII. The Act includes \$1.5 billion for a Homelessness Prevention Fund to be used for Homeless Prevention and Rapid Re-Housing (HPRP) activities. The City of Plano awarded funds to three agencies to help Plano residents from becoming homeless. HPRP funds are unique in that it allowed eligible Plano residents to receive up to nine months of rent and/or utility assistance, if needed, to prevent them from becoming homeless.

Interfaith Housing Coalition and the Samaritan Inn spent \$243,504 in rent and/or utility assistance to prevent 126 households from becoming homeless. For those residents who needed legal assistance to prevent an eviction, Legal Aid of Northwest Texas provided such services. During program year 2009, eight households received legal assistance. A total of 1.77 jobs has been created as a result of this funding.

3.3 COMMUNITY DEVELOPMENT PRIORITIES

One Community Development Priority Need stated in the 2005-2009 Consolidated Plan is to develop additional services to support at-risk youth.

3.3.1 Boys and Girls Clubs of Collin County

The Boys and Girls Club of Collin County assisted 95 low income youth through their SMART Moves program. Funds provided training for SMART Moves staff, maintenance fees, and office supplies. Also expenses associated with holding a SMART Moves special event for program participants were paid. This project spent \$20,000 in CDBG funds during the 2009 program year.

3 Project Narratives by Consolidated Plan Priority

3.3.2 Communities in Schools

\$35,000 in CDBG funds helped Communities in Schools (CIS) run a program for at-risk youth. The funds paid for staff salaries of one caseworker at Armstrong Middle School and one caseworker at Williams High School. Caseworkers provided mentoring and tutoring to 64 students attending Armstrong Middle School and 74 Williams High School students.

3.3.3 Crossroads Family Services

Crossroads Family Services provided assistance to 89 at-risk youth through their First Offender Intervention Program. \$21,311 in CDBG funds were used to pay for a bilingual counselor to assist juvenile first offenders from continuing to make poor choices.

3.3.4 City-Funded Projects

The City of Plano awarded \$77,734 in BCSG funds for at-risk youth resulting in the following access to services:

The Assistance League of Greater Collin County provided 240 youth with clothes and hygiene supplies. These youth would not have been prepared for the school year without this assistance.

Court Appointed Special Advocates (CASA) represented 25 abused and/or neglected Plano youth involved in the court system. Additionally, Collin County Children's Advocacy Center conducted interviews of 86 children at the request of CPS or law enforcement when child abuse or neglect was suspected.

The City of Plano spent \$68,668 on initiatives that provide general counseling and educational assistance to families.

The Plano Independent School District (PISD) Foundation's Family Literacy Program taught literacy skills to 62 families living in Plano. Journey of Hope provided grief counseling and support to 1,130 individuals living in Plano who have suffered loss of an immediate family member. The Turning Point Rape Crisis Center provided counseling, education, and advocacy to 493 individuals affected by sexual assault, harassment or abuse. Family Outreach provided child abuse prevention and mentoring to 13 Plano families.

3.3.5 CDBG-R Funded Activities

On February 17, 2009, the American Recovery and Reinvestment Act of 2009 ("Recovery Act") was authorized under Title XII. The Act awarded \$1 billion in Community Development Block Grant (CDBG-R) funds to state and local governments. The City of Plano was awarded \$332,930. CDBG-R funds were used to provide needed improvements to the City of Plano

Day Labor Center. The Day Labor Center is one of the City of Plano's public facilities and assists hundreds of unemployed and/or under-employed individuals in obtaining contract labor jobs. On average, 250 individuals come to the Center daily for employment.

Approximately, \$270,166 in CDBG-R funds were used to improve the Center. Moreover, 3.09 jobs were created during grant year 2009 from this project. Below are the before and after pictures.

Before Picture:



Picture 3.3

After Picture:



Picture 3.4

4 Assessment of Strategic Plan Goals & Objectives

4 Assessment of Strategic Plan Goals & Objectives

In program year 2009, the City of Plano pursued all resources indicated in the 2009 Action Plan and provided requested certifications of consistency for HUD programs, in a fair and impartial manner. The City did not hinder implementation of the Consolidated Plan by action or willful inaction. Rather, it worked diligently to ensure the Consolidated Plan was carried out through various projects funded with HUD and city funds in the most effective manner.

The five goals and objectives set forth in the City's Consolidated Plan aid in successful completion of the priority needs. Table 4.1 (see *below*) represents a numerical summary of those goals and objectives, and highlights the city's yearly progress toward those goals. The five goals listed in the Consolidated Plan are as follows:

1. Increase the supply of affordable single family housing for the city's extremely low, very low and low income households;
2. Increase the supply of affordable rental housing for the city's extremely and very low income households;
3. Preserve existing affordable housing stock;
4. Expand the continuum of housing and services for a variety of special needs populations, including persons who are homeless or at risk of homelessness; and
5. Provide funding to organizations that address the economic needs or social service needs of low income households, including job training and education.

Table 4.1 shows the City's overall progress toward Consolidated Plan numerical goals.

Objectives	5 Year Goal	2005	2006	2007	2008	2009	Total
Goal 1: Affordable Single Family Housing							
New Infill Housing	35	4	4	7	4	7	26
Acquisition/ Rehabilitation	25	3	1	0	3	4	11
First Time Homebuyer	100	18	25	18	8	38	107

Table 4.1 Numerical Summary

Assessment of Strategic Plan Goals & Objectives

4

Objectives	5 Year Goal	2005	2006	2007	2008	2009	Total
Goal 2: Affordable Rental Housing							
New Section 8 Units	100	236	0	0	0	0	236
New LIHTC Units	1,000	0	0	0	0	0	0
Goal 3: Preserve Existing Housing							
Housing Rehabilitation	125	14	48	30	19	44	155
Housing Reconstruct	10	1	2	1	2	0	6
Apartment Rehabilitation	300	177	0	300	17	0	494
Goal 4: Special Needs Assistance							
New Homeless Units	16	0	0	0	16	0	16
Rent & Utility Assistance (Emergency Financial Assistance)	675	402	167	4,591	5,849	641	11,776
Elderly Persons	2,000	1,659	414	1,741	1,464	1,132	6,410
AIDS Patients	250	18	22	46	50	43	179
Homeless Services	1,000	287	353	12,708	573	417	14,338
Goal 5: Low-Income Service Needs							
Youth Services	2,000	2,624	825	2,702	1,985	673	8,809
Literacy Training	750	217	193	259	196	62	927
Health Care	500	1,565	386	10,062	9,357	2,846	24,216

Assessment of Strategic Plan Goals & Objectives

	Objectives	5 Year Goal	2005	2006	2007	2008	2009	Total
	Transportation Assistance	500	120	54	200	14	79	467

Table 4.1

5 Affirmatively Furthering Fair Housing

The Analysis of Impediments to Fair Housing was updated in 2005. The analysis indicates that the City should increase its fair housing educational and outreach activities, work to better understand the reason for higher loan denial rates east of U. S. 75, continue to deconcentrate low-income housing, and encourage the development of a wide range of housing types to support persons with special needs and facilitate alternative housing types.

The City has adopted a Neighborhood Empowerment Zone (NEZ) to allow waiver of fees for the construction of affordable housing. Even though the City does not consider its fees to be a substantial contributor to the cost of housing, the NEZ was created to provide further incentive to builders and developers who may be interested in building affordable housing in the older parts of Plano. During the 2009 program year, the City waved fees in the amount of \$522,250 in an effort to improve the NEZ.

An additional strategy which is being employed is to subsidize lot costs for non-profit housing providers. Accordingly, the City has appropriated CDBG and HOME funds to Habitat for Humanity of South Collin County and Christ United Methodist Church to purchase lots and build new housing for low-income families and individuals.

The City understands the importance of working diligently to affirmatively further fair housing. Therefore the City took many actions during program year 2009 to educate Plano residents on issues surrounding Fair Housing and inform businesses of our housing assistance programs. The City mailed Fair Housing Flyers out two times within the program year inside City of Plano water bills informing citizens of their right to fair housing and either predatory lending issues or foreclosure prevention. The City of Plano met with various mortgage lenders and banks to inform them about the First Time Homebuyer Program. These meetings sought to help the lenders and the banks understand the benefit of the City's program in reducing an individual's borrowed amount, thereby allowing an individual to qualify for a home loan.

The City attended various neighborhood meetings and spoke to middle school students to inform residents of the benefits of housing choice and the benefit of using the City of Plano's Homelessness Prevention, First Time Homebuyer, and Housing Rehabilitation programs. Many of these meetings included low-to-moderate income homeowners who were unaware of the cities housing assistance programs. The City presented information about its housing programs at seminars held at the Maurice Barnett Geriatric Center, local churches, and participated in the annual Dickens Festival held in Plano to market our housing assistance programs to individuals less likely apply for the City's programs. The City also maintains a website highlighting the city's housing programs and fair housing laws and information. This website can be viewed in both English and Spanish languages.

Finally, the City continues to work with the HUD's Region VI Fair Housing and Equal Opportunity (FHEO) to improve and expand the City's current efforts. Fifteen individuals were provided information regarding how to file a Fair Housing Complaint with HUD.

5 Affirmatively Furthering Fair Housing

5.1 Affirmative Marketing Actions & Outreach to MWBEs

The City of Plano remained committed to affirmative marketing and outreach to minority and women-owned businesses during program year 2009. In addition to the targeted affirmative marketing efforts mentioned above, staff improved the Community Services Division Affirmative Marketing policies by reviewing and updating policies relating specifically to Minority and Women-owned Business Enterprises (MWBE) Outreach for all CDBG and HOME related projects. These outreach policies enhance the City of Plano's established Historically Underutilized Business (HUB) policy which requires that at least two disadvantaged business are contacted for procurement projects that exceed \$3,000. The City also utilized local media, electronic and print to market in its efforts to promote contracting opportunities to MWBE/HUB businesses.

From October 1, 2009 - September 30, 2010, the City of Plano spent \$538,016 on contractors providing repairs/rehabilitation services to the City's Housing Rehabilitation Program. MWBE contractors received 48% (\$258,265) of those funds. Additionally, HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low income residents. During program year 2009, 65% of the \$538,016 spent were awarded to contractors that meet Section 3 guidelines.

5.2 Affordable Housing

The City of Plano made every effort to ensure that affordable housing was created, maintained, and acquired within Plano city limits. Table 3B in the Appendices provides a numerical summary of our accomplishments. In general, the economic recovery funds, decreased housing process and federal government tax credit to homebuyers positively effected many of our affordable housing programs during the 2009 program year. The number of individuals looking to purchase a house increased significantly. Furthermore, the City's Homelessness Prevention Program (HPP) and Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds expanded the City's ability to prevent many from becoming homeless. Of those assisted with affordable housing, 12 households fell within the income category of extremely low, 27 were very low, and 61 were low.

6 Continuum of Care

Through the use of HUD and City of Plano general funds, 641 Plano residents at a total of seven agencies received homelessness prevention assistance. The City continued to use CDBG funds towards the Continuum of Care efforts during the 2009 program year.

A major gap in the continuum of care is the lack of transitional housing, where formerly homeless persons can live and receive social service assistance while participating in a self-sufficiency program. The City, in combination with homeless providers and Metro Dallas Homeless Alliance, submitted a Continuum of Care (CoC) Grant to obtain funding for transitional housing in 2005. Since 2005, the CoC grant application has been successful in receiving funding for four transitional units administered by Hope's Door. In addition, LifePath Systems received funding for eight permanent supportive housing units from the CoC. The City provides general funds to the Samaritan Inn, the only shelter in Collin County for both families and individuals.

The City of Plano continues to be active participants in the Collin County Homeless Coalition (CCHC) and the Metro Dallas Homeless Alliance. The City also participates on the Continuum of Care Independent Review Committee to ensure that continuum needs are met within the City of Plano and the entire metroplex. The City organized the 2010 Collin County Homeless Count as well as served on the Collin County Emergency Shelter Grant Review Committee.

7 Other Actions & Leveraging Funds

7 Other Actions & Leveraging Funds

7.1 Other Actions

Actions Taken to Ensure Program Compliance

Program compliance is of the utmost importance to the City of Plano. Therefore, city staff attended various HUD sponsored training sessions during program year 2009 to ensure that staff remained abreast of new and/or changed federal regulations as they relate to administering HUD funded projects and programs. Specifically, one of more staff attended the following trainings:

1. SAFE Mortgage Training and Licensing
2. HOME Written Agreements Training
3. Certified HOME Program Specialist - Administration
4. Prevailing Wage Training
5. Cross Cutting Federal Requirements Training
6. CDBG Basics Training
7. Government Budgeting
8. Advanced CDBG Training
9. HPRP and HMIS Training
10. HOME & CDBG: Overview of Program Requirements
11. Multi-Family Underwriting Training

Staff also conducted desk monitoring and on-site monitoring of programs to ensure compliance with program and comprehensive planning requirements. Staff holds mandatory training for all CDBG and HOME subrecipients and publishes a "CDBG and HOME Subrecipient Compliance Manual" for those agencies. The manual was revised during the 2009 program year to better assist federally funded agencies in running their funded programs. Additionally, staff provides ongoing technical assistance for agencies.

Displacement and One-for-One Replacement

The City of Plano did not undertake any HUD funded activities, including acquisition, rehabilitation, or demolition of occupied real property, that resulted in any displacements or trigger one-for-one replacement.

Institutional Structure/Underserved Needs

The primary weakness in the institutional structure of service providers identified in the Plan continues to be the lack of funds to provide needed services. As requested, the City of Plano has given written support to each organization seeking federal, state, and foundation funds. In addition, the City of Plano has granted City (non-federal) funds to various agencies to assist them in accomplishing their missions.

Intergovernmental Cooperation

The Community Services Division participates in meetings with the Collin County Social Services Association, the Collin County Homeless Coalition, and the Metro Dallas Homeless Alliance in order to more effectively coordinate with the service providers working in Plano. In addition, we have a good relationship with the Plano Housing Authority. The Division networks with other local government participating jurisdictions through active participation in the National Community Development Association. City staff also met with other Collin County participating jurisdictions to discuss Continuum of Care issues. Semiannually, the City holds grant meetings for training on applications and contracts.

Public Housing Improvements

The Housing Authority is not required to prepare a Performance and Evaluation Report, and therefore no comparison of actions and plans can be made for the Authority.

Public Housing Authority Resident Initiatives

The Public Housing Authority (PHA) has a Family Self Sufficiency Committee comprised of Plano community members and a Section 8 resident. The Committee meets to discuss resident initiatives and plan activities, such as the Annual Fall Festival, for all Section 8 residents.

Lead-Based Paint Hazard Reduction

City staff has been trained and certified in lead-based paint risk assessment and hazard reduction. All houses built prior to 1978 are inspected for lead hazards prior to rehabilitation, and if hazards exist, their treatment is included in the rehabilitation work.

Anti-Poverty Strategy

The PHA Family Self-Sufficiency Program provided assistance to ten individuals who are in various stages of the program. Many are participating in the Section 8 Homeownership Program. The program has developed various educational and job training programs in cooperation with other area agencies. In addition, 38 low-income families purchased homes through the City of Plano First Time Homebuyer Program, enabling them to begin building equity in real estate. Also, new homeowners assisted through Habitat for Humanity and Christ United Methodist Church housing programs built equity through their new home purchase.

7 Other Actions & Leveraging Funds

HUD's Section 3 Guidelines require recipients of their funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low income residents. As stated previously, from October 1, 2009 - September 30, 2010, the City of Plano spent \$538,016 on contractors providing repairs/rehabilitation services to the City's Housing Rehabilitation Program. During program year 2009, 65% of the aforementioned funds were spent on contractors that meet Section 3 guidelines.

7.2 Leveraging Resources

City of Plano subrecipients are encouraged to leverage HOME and CDBG funding, by seeking other funding sources, to the extent practical. The diversification of funding sources helps reduce dependence on HUD funds which are subject to cuts annually. Leveraging also decreases the amount of HOME and CDBG funding needed for each project, allowing the City to assist more.

1. The City of Plano utilizes the First Time Homebuyer Program for leveraging to maximize affordable housing dollars. Approximately \$3.6 million in non-federal funds was leveraged in 2009. A matching contribution from the prospective First Time Homebuyer is required for downpayment assistance. This permits the first time homebuyer to have greater equity initially in the home and also allows the City to distribute program funding dollars to more in need. In addition, the first time homebuyer has a five-year, forgivable lien placed on the property for the amount of assistance received. By doing this, the City has enabled more low-income persons and/or families to become first time homebuyers, but still has the capacity to recapture the costs during the term of the lien. The liens are in effect when the property is vacated or sold.
2. City of Plano HOME-funded single family residential construction and acquisition/rehabilitation projects also leverage funds to maximize affordable housing dollars. Approximately \$703,633 in non-federal funds were leveraged. The City of Plano requires non-profit agencies producing affordable single family homes to leverage outside funds to complete the construction and/or rehabilitation of houses for low income buyers. Like the First Time Homebuyer program, this permits the non-profit agency and homebuyer to have a greater equity in the home and also allows the City to distribute program funding dollars to more in need.
3. The City of Plano uses the volunteer hours from nonprofit agencies receiving HOME funds as match. HOME match requirements are satisfied by the volunteer work performed by Habitat for Humanity and Christ United Methodist volunteers.

8 Citizen Comments & Self Evaluation

Description of Public Comment Process

This annual report was prepared by the Community Services Division of the Planning Department. On November 11, 2010, a notice of Public Hearing was published in the Plano Star-Courier, informing the public of the completion of the report, and of a pending public hearing before the Community Relations Commission and the City Council to discuss the report. The notice also informed the public that a copy of the report could be obtained at the Community Services office. The publication of this notice marked the beginning of the public comment period. The report was also available for public viewing via the web through the Community Relations Commission and City Council agenda packets. The Community Relations Commission will hold public hearing on November 18, 2010. The City Council will hold a public hearing on December 13, 2010.

Public Comments

No public comments were submitted, to-date.

8.1 Self Evaluation

As can be seen in Table 4.1, the City of Plano has met and/or exceeded 11 of the 17 numerical objectives listed within the first four years of the 2005-2009 Consolidated Plan period. However, the city was unable to meet six of the objectives set forth in the 2005-2009 Consolidated Plan. Deficiencies are explained as follows:

1. *New LIHTC Units:* The City did not meet the goal of creating 1,000 new Low Income Housing Tax Credit (LIHTC) Units by the end of the Consolidated Plan period. As stated in the Plan, the City will continue to support private developers who wish to utilize LIHTC to create affordable housing in the city of Plano. Moreover, city staff attended LIHTC training to improve its knowledge about the State of Texas programs.
2. *New Infill Housing:* The new infill housing goal was unmet by nine units. Though 26 new infill homes were built, the goal was not met due to the availability land and funds to build.
3. *Acquisition/Rehabilitation:* The City fell 14 units short of meeting the Acquisition/Rehabilitation Affordable Housing Objectives set forth in the 2005-2009 Consolidated Plan. This activity is undertaken by the City's only CHDO, Plano Housing Corporation (PHC). Unfortunately, the agency was unable to acquire, rehabilitate, and resell the projected number of houses.

8 Citizen Comments & Self Evaluation

4. *Housing Reconstruct Units:* Though six houses were reconstructed, the city did not meet the goal of ten houses. The number of housing reconstructed is limited by the number of qualified properties that apply for rehabilitation work. Home reconstructions are provided only when the cost of rehabilitating is 75% of the value of the home.
5. *AIDS Patients assisted:* A total of 179 individuals living with AIDS/HIV were assisted throughout the 2005-2009 Consolidated Plan year; 71 individuals short of the projection.
6. *Transportation Assistance:* The City did not meet its projected goal of assisting 500 individuals with transportation. Rather, 467 individuals were provided transportation assistance through a combination of CDBG and city general funds.

Overall, the City of Plano met the majority of Consolidated Plan goals by the end of its final year of the 2005-2009 Five Year Consolidated Plan.

9 CDBG, HOME & HPRP Narrative

9.1 CDBG Narrative

Program year 2009 CDBG funds were used to address each objective laid out in the Consolidated Plan. Tables 3A and 3B in the Appendices show the City's annual progress. The highest Plan priorities are being met.

Additionally, the CDBG-R funds received allowed the city to make needed improvements to one of the City's public facilities; the Day Labor Center. The project met HUD's national objective of benefiting low and moderate income persons within a service area.

9.2 HOME Narrative

HOME funds have been used exclusively to address single family affordable housing goals. The City of Plano has made efficient use of the funds. However, as stated in the self evaluation, the City has been operating under some constraints regarding the use of HOME funds for new infill housing, acquisition, and/or rehabilitation. The City has successfully used HOME funds to assist individuals in becoming homebuyers. All HOME funds are benefiting individuals that are within the very low and low income categories. Table 3B in the Appendices summarizes the Affordable Housing goals mentioned previously.

9.3 HPRP Narrative

HPRP funds were used exclusively for families and individuals whose income was at or below 50% of the area median income (AMI). Of the three agencies awarded HPRP funds, one successfully completed their HPRP program in October 2010. Two agencies continue to run their programs. Therefore, funds remain for Plano families and individuals to receive financial assistance in the form of rent and/or utility aid and legal assistance to prevent evictions. City of Plano HPRP funds for financial assistance and legal assistance will be expended by March 31, 2011.

10 Table 3A: 2009 Summary of Specific Annual Objectives

10 Table 3A: 2009 Summary of Specific Annual Objectives

Table 3A: 2009 Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
	Owner Housing Objectives					
DH-1.1	Preserve existing affordable housing stock <i>(City of Plano Rehabilitation Program)</i>	CDBG: \$901,512	Total number of affordable units	20	44	DH-1
DH-1.2	Provide affordable housing to low-income first time home buyers <i>(City of Plano First-Time Homebuyer Program)</i>	CDBG: \$6,050 HOME: \$143,950	Number of first time homebuyers and/or number receiving down-payment assistance	14	38	DH-1
DH-1.3	Increase the availability/ accessibility to decent housing for low-income families <i>(Plano Housing Coporation)</i>	CDBG: \$25,000 HOME: \$150,000	Total number of affordable units	3	4	DH-1
DH-1.4	Increase the availability/ accessibility to decent housing for low-income families <i>(Habitat for Humanity)</i>	CDBG: \$84,864 HOME: \$117,603	Total number of affordable units	5	6	DH-1

Table 3A: 2009 Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
DH-1.5	Increase the availability/ accessibility to decent housing for low-income families <i>(Christ United Methodist Church)</i>	HOME: \$46,500	Total number of affordable units	1	1	DH-1
Homeless Objectives						
DH-1.6	To create a sustainable living environment for persons who are at risk of being homeless. <i>(City of Plano Homelessness Prevention Program)</i>	CDBG: \$51,662	Number of households that received emergency financial assistance to prevent homelessness	25	45	DH-1
DH-1.7	Provide accessibility to create suitable living environment to persons who are at risk of being homeless <i>(LifePath Systems)</i>	CDBG: \$16,700	Number of households that received emergency financial assistance to prevent homelessness	25	8	DH-1
Special Needs Objectives						
SL-1.1	Provide suitable living environments for people with HIV/AIDS <i>(AIDS Service of North Texas)</i>	CDBG: \$51,000	Number of persons assisted with new and/or improved access to a service	35	43	SL-1

10 Table 3A: 2009 Summary of Specific Annual Objectives

Objective Number	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
Public Services Objectives						
SL-1.2	Provide accessibility to suitable living environments <i>(Crossroads Family Services)</i>	CDBG: \$30,700	Number of persons assisted with new and/or improved access to a service	150	89	SL-1
SL-1.3	Provide accessibility to suitable living environments <i>(Communities in Schools)</i>	CDBG: \$35,000	Number of persons assisted with new and/or improved access to a service	150	138	SL-1
SL-1.4	Provide accessibility to suitable living environments <i>(Boys and Girls Clubs)</i>	CDBG: \$20,000	Number of persons assisted with new and/or improved access to a service	85	95	SL-1
Other Objective						
DH-1.9	Provide availability/accessibility by assisting in the creation of decent affordable housing <i>(City of Plano Grant Administration)</i>	CDBG: \$165,813 HOME: \$31,187			N/A	DH-1

Table 10.1

Table 3A: 2009 Summary of Specific Annual Objectives

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***Outcome/Objective Codes**

	Availability/Accessibility	Affordability	Sustainability
Decent Housing	DH-1	DH-2	DH-3
Suitable Living Environment	SL-1	SL-2	SL-3
Economic Opportunity	EO-1	EO-2	EO-3

Table 10.2

11 Table 3B: 2009 Annual Housing Completion Goals

11 Table 3B: 2009 Annual Housing Completion Goals

Table 3B: ANNUAL HOUSING COMPLETION GOALS

Grantee Name: City of Plano Program Year: 2009-10	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
ANNUAL AFFORDABLE HOUSING GOALS (sec. 215)			
Homeless households	0	0	
Non-homeless household	68	264	CDBG, HPRP,HOME
Special Needs households	20	8	CDBG
AFFORDABLE RENTAL HOUSING GOALS (sec. 215)			
Acquisition of existing units	0		
Production of new units	0		
Rehabilitation of existing units	0		
Rental Assistance	45	179	CDBG,HPRP
Total Sec. 215 Affordable Rental	45	179	
AFFORDABLE OWNER HOUSING GOALS (sec. 215)			
Acquisition of existing units	3	4	CDBG, HOME
Production of new units	6	6	CDBG, HOME
Rehabilitation of existing units	20	44	CDBG
Homebuyer Assistance	14	38	CDBG
Total Sec. 215 Affordable Owner	43	92	
ANNUAL HOUSING GOALS			
Annual Rental Housing Goal	45	179	CDBG,HPRP
Annual Owner Housing Goal	43	92	CDBG, HOME

Table 3B: 2009 Annual Housing Completion Goals

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Grantee Name: City of Plano Program Year: 2009-10	Expected Annual # of Units to be Completed	Actual # Completed	Resources Used During the Period
Total Annual Housing Goal	88	271	CDBG, HOME

Explanation of Table 3B Expected Numbers:

- **Non-Homeless Households:** Homelessness Prevention, Homelessness Prevention and Rapid Re-Housing, First-Time Homebuyers, Plano Housing Corporation, Habitat for Humanity, Christ United Methodist, and Rehabilitation goals.
- **Special Needs:** LifePath Systems goal.
- **Rental Assistance:** Homeless Prevention, Homelessness Prevention and Rapid Re-Housing and LifePath Systems goal.
- **Acquisition of existing owner units:** Plano Housing Corporation goal.
- **Production of new owner units:** Christ United Methodist and Habitat for Humanity goals.
- **Rehabilitation of existing owner units:** Rehabilitation goal.
- **Homebuyer Assistance:** First-Time Homebuyer goal.