



AGENDA

**REGULAR MEETING OF THE CITY COUNCIL
City of Garland
Duckworth Building, Goldie Locke Room
217 North Fifth Street
Garland, Texas
July 7, 2015
7:00 p.m.**

The City Council extends to each visitor a sincere welcome. We value your interest in your community and your participation in the meetings of this governing body. Regular meetings of the City Council are held the 1st and 3rd Tuesdays of each month, beginning at 7:00 p.m.; the City Council meets regularly in work sessions at 6:00 p.m. the Monday preceding each regular meeting.

The Duckworth Building is wheelchair accessible. Special parking is available on the north side of the building on Austin Street and may be accessed by a sloped ramp from the street to the door facing Fifth Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services must contact the City Secretary's Office at (972) 205-2404 at least two working days prior to the meeting so that appropriate arrangements can be made. **BRILLE IS NOT AVAILABLE.**

CITY COUNCIL GOALS 2020

(Adopted by Resolution No. 9402 on December 20, 2005)

- Sustainable quality development and redevelopment
- Financially stable government with tax base that supports community needs
- Defends rightful powers of municipalities
- Fully informed and engaged citizenry
- Consistent delivery of reliable City services
- Safe, family-friendly neighborhoods
- Embrace diversity

MAYORAL PROCLAMATIONS, RECOGNITIONS AND ANNOUNCEMENTS

The Mayor may present proclamations and recognize attendees or award winners, and may make announcements regarding upcoming City events and matters of interest to citizens. There will be no Council deliberations or votes on these matters.

CONSENT AGENDA

All items under this section are recommended for approval by a single motion of Council, without discussion. Council has been briefed on these items at a previous work session and approval of the consent agenda authorizes the City Manager to implement each item. The Mayor will announce the agenda and provide an opportunity for members of the audience and the City Council to request that an item be removed and considered separately.

1. Consider approval of the minutes of the June 16, 2015 Regular Meeting.

2. Consider approval of the following bids:

a. **Concrete Construction Materials** **Bid No. 5447-15**

Barnsco, Inc. **\$131,310.80**

This request is to purchase steel reinforcing bars and other related materials to be used in the Street Department's Concrete Paving Program. This is a Term Contract with one optional renewal.

b. **P25 Radio Implementation Consulting Services** **Bid No. 5577-15**

RCC Consultants, Inc. **\$497,919.94**

This request is to award Consulting Services for Phase III of the P25 Radio System Project. The cities of Garland and Mesquite utilized RCC Consultants to complete Phase I Radio Needs Assessment and Phase II RFP.

c. Irrigation Controller Replacements **Bid No. 5551-15**

Professional Turf Products, L.P. \$157,256.98

This request is to replace twenty-three Irrigation System Controllers at Firewheel Golf Park that were damaged in the recent flooding. The immediate replacement of the controllers was necessary, to not only minimize further losses in revenue, but also avoid additional damage to the Golf Course due to a lack of proper irrigation.

d. Professional Engineering Services **Bid No. 5583-15**

Freese and Nichols, Inc. \$105,710.00

This request is to provide professional design, geotechnical, and survey services for water improvements along Marketplace Drive. The limits of the project are from Northwest Highway to Saturn Road.

e. Olinger to Wylie 138 kV Transmission Monopoles **Bid No. 5474-15**

Techline, Inc.	\$750,094.00
Optional Contingency	<u>75,000.00</u>
TOTAL	<u>\$825,094.00</u>

This request is to provide eighty Steel Transmission Poles and related materials required for the Olinger to Wylie 138 kV transmission line. Due to the complex nature of the project, an Optional Contingency is included for any unforeseen additional work that may be required.

f. Construction Manager at Risk for Fire Station No. 5 **Bid No. 5597-15**

Lee Lewis Construction, Inc. \$4,452,548.00

This request is to provide Construction Manager at Risk services for the demolition of the old Fire Station No. 5 and construction of the new Fire Station No. 5 located at 5626 Lyons Road.

g. Professional Engineering Services **Bid No. 5586-15**

Kimley-Horn and Associates, Inc. \$130,000.00

This request is to provide professional design, geotechnical, and survey services for water and wastewater improvements along and between Profit Drive and Lavon Drive.

3. **A public hearing was previously conducted for the following zoning case. Council approved the request and instructed staff to bring forth the following ordinance for consideration.**

a. Zoning File No. 15-13, Houshang Jahvani

Consider an ordinance amending the zoning laws of the City of Garland by approving an amendment to Planned Development District 03-22 for neighborhood office uses and a Detail Plan for Medical and Dental Office/Clinic on a 0.767-acre tract of land located on the east side of Jupiter Road, approximately 140 feet north of the intersection of Jupiter Road and Collins Boulevard; providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date.

4. **Consider a resolution authorizing the refunding of certain obligations with the proceeds of the “City of Garland, Texas, Combination Tax and Electricity Utility System Revenue Refunding Bonds, Series 2015” or such other obligations as the City may designate; authorizing certain officers to proceed with matters relating to the issuance of such bonds; and resolving other matters incidental and related thereto.**

At the June 15, 2015 Work Session, Staff proposed that Council proceed with the sale of Combination Tax and Electric Utility System Revenue Refunding Bonds for the purpose of refunding a portion of TMPA’s outstanding revenue refunding bonds, Series 1993.

5. **Consider by minute action authorizing the City Manager to execute an interlocal agreement between the City of Garland and the City of Mesquite for the design, purchase and maintenance of a P25 radio system.**

At the June 15, 2015 Work Session, Staff informed Council that the City of Garland and the City of Mesquite each conducted a Public Safety Radio Assessment to determine the future communication requirements of the Cities. Following the assessment, the Cities collectively submitted a Request for Proposal for a joint Public Safety Radio System to serve the needs of the Cities and our existing system participants.

6. **Consider by minute action authorizing the City Manager to execute an interlocal agreement between the City of Garland and Dallas County to allow the Garland Police Department access to the County's TechShare Program for electronic filing of criminal cases with the Dallas County District Attorney's Office.**

At the June 1, 2015 Work Session, Council considered accepting a Memorandum of Understanding / Interlocal Agreement (MOU/ILA) with Dallas County on behalf of the Dallas County District Attorney's Office for criminal justice information sharing via Dallas County TechShare Prosecutor.

ITEMS FOR INDIVIDUAL CONSIDERATION

Speaker Regulations:

Anyone wishing to speak for, against, or on agenda items must fill out a speaker card and give it to the City Secretary before speaking (cards are located at the entrance to the Council Chambers). The Mayor will recognize speakers; he may impose a time limit and may provide for rebuttal. All comments and testimony are to be presented from the podium.

7. **Consider a resolution supporting the IH-635 East Legislative Delegation's Efforts.**

At the July 6, 2015 Work Session, Council considered approving a resolution of the City of Garland supporting the IH-635 East Legislative Delegation's efforts regarding the development of IH-635 East and noise walls along the corridor.

8. **Citizen comments.**

Persons wishing to address issues not on the agenda may have three minutes to address Council at this time. Council is prohibited from discussing any item not posted according to the Texas Open Meetings Act.

9. Adjourn.

All Regular Council meetings are broadcast live on CGTV, Time Warner Cable Channel 16, and Verizon FIOS TV 44. Meetings are rebroadcast at 9:00 a.m. and 7:00 p.m. on Wednesday-Sunday and at 7:30 p.m. on Thursday. Live streaming and on-demand videos of the meetings are also available online at www.garlandtx.gov. Copies of the meetings can be purchased through the City Secretary's Office – audio CD's are \$1 each and DVD's are \$3 each.

The City Council of the City of Garland convened in regular session at 7:00 p.m. on Tuesday, June 16, 2015, in the Goldie Locke Room at The Duckworth Building, 217 North Fifth Street, Garland, Texas, with the following members present:

COUNCIL PRESENT:

Mayor Pro Tem	Jim Cahill
Deputy Mayor Pro Tem	Marvin 'Tim' Campbell
Council Member	Anita Goebel
Council Member	Stephen Stanley
Council Member	B. J. Williams
Council Member	Billy Mack Williams
Council Member	Lori Barnett Dodson
Council Member	Scott LeMay

STAFF PRESENT:

City Manager	Bryan L. Bradford
City Attorney	Brad Neighbor
City Secretary	Eloyce René Dowl

ABSENT:

Mayor	Douglas Athas
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CALL TO ORDER:

The meeting was called to order by Mayor Pro Tem Cahill. Council Member B. J. Williams led the invocation and Pledge of Allegiance.

CEREMONIALS:

Mayor Pro Tem Cahill presented a proclamation to the Parks and Recreation Department proclaiming July 2015 as Parks and Recreation Month.

The Unite Dallas award was presented to Mayor Pro Tem Cahill for Garland's excellence in giving, advocating and volunteering on behalf of United Way of Metropolitan Dallas.

CONSENT AGENDA:

All items marked with asterisks (**) on the Consent Agenda were voted on at the beginning of the meeting. Mayor Pro Tem Cahill read those items into the record. Motion was made by Council Member B. J. Williams, seconded by Council Member Deputy Mayor Pro Tem Campbell, to approve items 1, 2a, 2b, 2c, 2d, 2e, 2f, 2g, 3a, 3b, 3c, 3d, 4 and 5. Item 6 was pulled for discussion. Council Member Billy Mack Williams abstained from voting on item 2c. Motion carried, 8 ayes, 0 nays.

1. APPROVED**

Approval of the minutes of the June 2, 2015 Regular Meeting.

2a. APPROVED**

Bid No. 5129-15 to Casco Industries, Inc. in the amount of \$132,680.00 for the Fire Department.

This request is to purchase eighty sets of Structural Firefighter Gear to be used by the Garland Fire Department for training and emergency response.

2b. APPROVED**

Bid No. 5196-15 to Archer Western Construction, LLC in the amount of \$24,301,000.00 for Biosolids Rehabilitation and Odor Abatement.

This request is to reduce odor emission and improve plant operability and efficiency while providing the capacity to handle the solids produced at both Wastewater Treatment plants. This project includes replacing the belt filter presses with centrifuges, construction of a new biosolids storage facility, replacing the gravity belt thickeners with rotary drum thickeners, and installing biotrickling filters with carbon absorbers for odor abatement.

2c. APPROVED**

Bid No. 5496-15 to R-Delta Engineers in the amount of \$235,350.00 for Engineering & Surveying Services.

This request is to provide electrical, structural, and geotechnical engineering and surveying services for the Apollo-East Richardson 139kV transmission line construction.

2d. APPROVED**

Bid No. 5508-15 to Overdrive, Inc. in the amount of \$388,000.00 for E-Books and Audiobooks.

This request is to continue to develop and provide downloadable E-Books and Audiobooks for the Library patrons. The Library has a well-developed and highly utilized collection of downloadable materials that are hosted and maintained by Overdrive, Inc.

2e. APPROVED**

Bid No. 5525-15 to the following vendors: Bond Equipment for \$1,021,030.00, ATC Freightliner for \$647,030.00, Heil of Texas for \$600,849.50, and Holt Caterpillar for \$342,770.00 for a total of \$2,611,679.50.

This request is to purchase twelve replacement trucks and equipment for the Environmental Waste Services – Delivery and Disposal (Landfill) Departments to use in their daily operations.

2f. APPROVED**

Bid No. 5303-15 to Techline, Inc., in the amount of \$250,000.00 for Streetlight Management Solution.

This request is to provide a Streetlight Management Solution that will allow GP&L to monitor streetlights in real time. This system will be installed as part of the LED Lighting Program.

2g. APPROVED**

Bid No. 5409-15 to ABB, Inc. in the amount of \$131,418.00 for Combined Instrument Transformers.

This request is to provide six Combined Instrument Transformers for the Lookout Substation and three spare Combined Instrument Transformers for Substation Inventory as an approved Capital Improvement project.

3a. APPROVED**

Ordinance No. 6782 amending the zoning laws of the City of Garland by approving a Specific Use Permit for automobile sales, used on property zoned Light Commercial District, on a 0.821-acre tract of land located at 4110 and 4105 O'Banion Road, southeast of the intersection of West Centerville Road and O'Banion Road; providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (Zoning File No. 15-15, Montgomery Motors)

3b. APPROVED**

Ordinance No. 6783 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Antenna, Commercial on property zoned Community Retail District, on a 0.046-acre tract of land located at 3465 West Walnut Street; providing for conditions, restrictions, and regulations, and providing for a penalty and an effective date. (Zoning File No. 15-16, AT&T Mobility)

3c. APPROVED**

Ordinance No. 6784 amending the zoning laws of the City of Garland by approving a Specific Use Permit for Building Materials Use on property zoned Heavy Commercial District on a 1.6 acre tract of land located at 4233 Forest Lane and providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (Zoning File No. 15-18, Metro Lumber Wholesale Co. d/b/a Dallas Cedar Company)

3d. APPROVED**

Ordinance No. 6785 amending the zoning laws of the City of Garland by approving a change in zoning from Agriculture District; Planned Development Districts 01-04, 01-23, 87-28, and 01-18 for Freeway Uses; Planned Development Districts 04-16, 01-05, 95-59, 98-05 and 05-08 for Mixed Uses; Planned; Planned Development District 00-27 for Office Uses; and Planned Development District 00-20 for Shopping Center Uses to a Planned Development for Mixed Use, on an approximately 300-acre tract of land located northeast of PGBT/SH 190, west of Holford Road, and south of the city limits line; providing for conditions, restrictions, and regulations; and providing for a penalty and an effective date. (Zoning File No. 15-20, City of Garland)

4. APPROVED**

Approval by minute action authorizing the City Manager to execute the Consent to Assignment of Lease for Hawaiian Falls.

Council is requested to authorize the City Manager to execute a Consent of Assignment of Lease for Hawaiian Falls waterpark.

5. APPROVED**

Ordinance No. 6786 approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the company's 2014 and 2015 rate review mechanism filings; approving a Settlement Agreement with attached rate tariffs and proof of revenues; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date.

At the June 1, 2015 Work Session, Council considered approval of the Settlement Agreement with Atmos Energy Mid-Tex Division and the resulting rate change under the RRM tariff.

6. APPROVED

Resolution No. 10206 approving the Thoroughfare Plan and Bike Plan.

At the May 18, 2015 Work Session, Council considered updates to the existing Thoroughfare Plan and the creation of a citywide Bike Plan based on a year-long study and public process.

Mayor Pro Tem Cahill opened the discussion at 7:16 p.m. The speaker on this item was Mr. Paul Luedtke, Director of Transportation.

Motion to approve was made by Council Member Dodson, seconded by Council Member LeMay. Motion carried with 8 ayes and 0 nays.

7. CITIZEN COMMENTS: Christie Benator

8. ADJOURN: There being no further business to come before the Council,
Mayor Pro Tem Cahill adjourned the meeting at 7:27 p.m.

CITY OF GARLAND, TEXAS

/s/ Jim Cahill, Mayor Pro Tem /s/ Eloyce René Dowl, City Secretary



GARLAND
PURCHASING

Bid No.: 5447-15
Agenda Item: 2a
Meeting: Council
Date: 07/07/15

Purchasing Report

CONCRETE CONSTRUCTION MATERIALS TERM CONTRACT

PURCHASE JUSTIFICATION:

The purpose of this contract is to purchase steel reinforcing bars and other related materials to be used in the Street Department's Concrete Paving Program. This is a Term Contract with one (1) optional renewal. This contract is awarded by unit price which will remain firm for the first term. Any subsequent changes must be justified and mutually agreed upon. The quantities are estimated and may be more or less depending on actual needs.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Barnsco, Inc.	All	\$131,310.80
TOTAL:		<u>\$131,310.80</u>

BASIS FOR AWARD:

Straight Low Bid

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Bryan L. Bradford
City Manager

Date: 06/24/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$ N/A

Expended/Encumbered to Date: N/A

Balance: \$ N/A

This Item: 131,311

Proposed Balance: \$ N/A

Matthew Monedero 06/25/15

Budget Analyst Date

Ron Young 06/25/15

Budget Director Date

2014-15 Oper. Budget

Operating Budget: ☒ CIP: ☒ Year: & 2015 CIP

Document Location: Operating – pp. 96-97 /
CIP – p. ST35

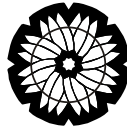
Account #: 451-6999
(831-4693-6051)
(825-8378-398XXXX-6051)
(692-4699-3981800-6051)

Fund/Agency/Project – Description:

Term Contract – Most will be charged to Street operating budget, but a little to the CIP

Comments:

Term Contract sets price but does not commit funds. Expenses will be charged to accounts as incurred.



GARLAND

PURCHASING

Executive Summary **Bid 5447-15** **Term Contract for Concrete Construction Materials**

Recommended Vendor:

Barnsco, Inc.

Total Recommended Award:

\$131,310.80

Basis for Award:

Straight Low Bid

Purpose:

This purpose of this contract is to purchase steel reinforcing bars and other related materials to be used in the Street Department's concrete paving program. This is a term contract with one (1) optional renewal.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. One (1) bid was received and evaluated. Barnsco, Inc. is the Department's current concrete construction materials provider and is fully capable of fulfilling the contract.

Recommendation:

Staff recommends awarding the contract to Barnsco, Inc.

Funding Information:

Blanket Account 451-6999

Department Director:

Steve L. Oliver, P.E., Director of Streets 972-205-3555



GARLAND
PURCHASING

Bid No.: 5577-15
Agenda Item: 2b
Meeting: Council
Date: 07/07/15

Purchasing Report

P25 RADIO IMPLEMENTATION CONSULTING SERVICES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to award Consulting Services for Phase III of the P25 Radio System Project. The cities of Garland and Mesquite utilized RCC Consultants to complete Phase I Radio Needs Assessment and Phase II RFP. The cities have joined into a shared partnership and will consolidate Consulting Services proposal for Phase III Implementation.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
RCC Consultants, Inc.	All	\$497,919.94
TOTAL:		\$497,919.94

BASIS FOR AWARD:

Cooperative Purchase

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Bryan L. Bradford
City Manager

Date: 06/29/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$	9,195,000
Expended/Encumbered to Date:	553,888
Balance: \$	8,641,112
This Item:	497,920
Proposed Balance: \$	8,143,192

Matt Watson	06/29/15
Budget Analyst	Date

Ron Young	06/29/15
Budget Director	Date

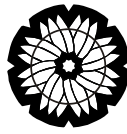
Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page PS07

Account #: 416-4559-2304700-7101

Fund/Agency/Project – Description:
Information Technology CIP Fund /
Radio System Replacement

Comments:



GARLAND

PURCHASING

Executive Summary
Bid 5577-15

P25 Radio System Implementation Consulting Services

Recommended Vendor:

RCC Consultants, Inc.

Total Recommended Award:

\$497,919.94

Basis for Award:

Cooperative Purchase

Purpose:

Garland's current Public Safety Radio System equipment has been placed on product support discontinuation notice and end of lifecycle therefore will no longer be supported after January 1, 2017. The current Radio System equipment is based on analog technology. The new P25 Trunked Radio System is recognized by State and Federal Government as the technology of choice for a digital two way radio. The P25 Radio System will provide improved capabilities for the Cities of Garland and Mesquite.

Evaluation:

The Cities of Garland and Mesquite utilized RCC Consultants to complete Phase I Radio Needs Assessment and Phase II RFP. The cities have joined into a shared partnership and will consolidate consulting services proposal for Phase III of the replacement of the cities' aging 800 MHz trunked radio systems. RCC Consultants, Inc. is an approved vendor on the Houston Galveston Area Council Cooperative Contract HP07-13.

Recommendation:

Staff recommends awarding the P25 Radio System Project Phase III Implementation Consulting Services to RCC Consultants Inc.

Funding Information:

The funding for this project was approved under the Public Safety Communications Radio System portion of the 2014 Capital Improvement Project Request.

Department Director:

Steven Niekamp, Chief Information Officer, 972-781-7205



GARLAND
PURCHASING

Bid No.: 5551-15
Agenda Item: 2c
Meeting: Council
Date: 07/07/15

Purchasing Report

IRRIGATION CONTROLLER REPLACEMENTS OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to replace twenty-three (23) Irrigation System Controllers at Firewheel Golf Park that were damaged in the recent flooding. The immediate replacement of the controllers was necessary to not only minimize further losses in revenue but also avoid additional damage to the Golf Course due to a lack of proper irrigation.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Professional Turf Products, L.P.	1	\$157,256.98

TOTAL: \$157,256.98

BASIS FOR AWARD:

Emergency

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 06/22/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$	1,126,237
Expended/Encumbered to Date:	856,182
Balance: \$	270,055
This Item:	157,257
Proposed Balance: \$	112,798

Matt Watson 06/23/15
Budget Analyst Date

Ron Young 06/23/15
Budget Director Date

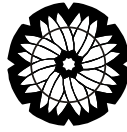
Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page MF10

Account #: 256-4419-3653011-9002

Fund/Agency/Project – Description:
Firewheel Golf Park CIP / Firewheel Golf Park Improvements

Comments: Immediate replacement of irrigation controllers damaged in the recent flooding to minimize further losses in revenue and avoid additional damage to the Golf Course.



GARLAND

PURCHASING

Executive Summary Bid 5551-15 Irrigation Controllers Replacements

Recommended Vendor:

Professional Turf Products, L.P.

Total Recommended Award:

\$157,256.98

Basis for Award:

Emergency

Purpose:

The purpose of this contract is to replace twenty-three (23) irrigation system controllers at Firewheel Golf Park that were damaged in the recent flooding. The immediate replacement of the controllers was necessary to not only minimize further losses in revenue but also avoid additional damage to the golf course due to a lack of proper irrigation.

Evaluation:

The controllers were replaced by Professional Turf Products, L.P. through the BuyBoard Purchasing Cooperative Contract 447-14.

Recommendation:

Staff recommends awarding the contract to Professional Turf Products, L.P.

Funding Information:

Old Course Land Improvement Bunker Renovation CIP EM4-3-4419-9002

Department Director:

Kevin Slay, Managing Director, 972-205-2646



GARLAND
PURCHASING

Bid No.: 5583-15
Agenda Item: 2d
Meeting: Council
Date: 07/07/15

Purchasing Report

PROFESSIONAL ENGINEERING SERVICES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide professional design, geotechnical, and survey services for water improvements along Marketplace Drive. The limits of the project are from Northwest Highway to Saturn Road. Freese and Nichols, Inc., was selected as the most qualified firm for this project from a short list of engineers evaluated and ranked by the published criteria in RFQ 3617-13.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Freese and Nichols, Inc.	All	\$105,710.00
TOTAL:		\$105,710.00

BASIS FOR AWARD:

Most Qualified

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Purchasing

Bryan L. Bradford
City Manager

Date: 06/22/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$	2,500,000
Expended/Encumbered to Date:	-0-
Balance: \$	2,500,000
This Item:	105,710
Proposed Balance: \$	2,394,290

Matt Watson	06/23/15
Budget Analyst	Date

Ron Young	06/23/15
Budget Director	Date

Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page W02

Account #: 220-4049-3019100-7101

Fund/Agency/Project – Description:
Water Commercial Paper / Distribution Lines
(Up to 14-Inch)

Comments:



GARLAND

PURCHASING

Executive Summary Bid 5583-15 Professional Engineering Services

Recommended Vendor:

Freese and Nichols, Inc.

Total Recommended Award:

\$105,710.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide professional design, geotechnical, and survey services for water improvements along Marketplace Drive. The limits of the project are from Northwest Highway to Saturn Road.

Evaluation:

Freese and Nichols, Inc. was selected as the most qualified firm for this project from a short list of engineers evaluated and ranked by the published criteria in RFQ 3617-13.

Recommendation:

Staff recommends awarding the contract for Professional Engineering Services to Freese and Nichols, Inc.

Funding Information:

Water – 220-4049-3019100-7101

Department Director:

Michael C. Polocek, Director of Engineering, 972-205-2178



GARLAND
PURCHASING

Bid No.: 5474-15
Agenda Item: 2e
Meeting: Council
Date: 07/07/15

Purchasing Report

OLINGER TO WYLIE 138 kV TRANSMISSION MONOPOLES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide eighty (80) Steel Transmission Poles and related materials required for the Olinger to Wylie 138 kV transmission line. Due to the complex nature of the project, an Optional Contingency is included for any unforeseen additional work that may be required. This is an approved Capital Improvement project, and expenditure will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Techline, Inc.	All	\$750,094.00
Optional Contingency		75,000.00
TOTAL:		\$825,094.00

BASIS FOR AWARD:

Lowest Responsible Bid

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Bryan L. Bradford
City Manager

Date: 06/25/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$ 7,359,851

Expended/Encumbered to Date: 2,264,545

Balance: \$ 5,095,306

This Item: 825,094

Proposed Balance: \$ 4,270,212

Trent Schulze 06/29/15
Budget Analyst Date

Ron Young 06/29/15
Budget Director Date

Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page E01

Account #: 210-3599-31409-01-6051
(EC-T0409-003-1-6051)

Fund/Agency/Project – Description:
Electric CIP / Transmission Lines

Comments:

[illegible]

CITY OF GARLAND - BID RECAP SHEET

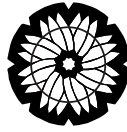
Duval Systems, Inc.

MuelDeServiceCo.

DELIVERED

DELIVERED

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GARLAND

PURCHASING

Executive Summary **Bid 5474-15** **Olinger to Wylie 138 kV Transmission Monopoles**

Recommended Vendor:

Techline, Inc.

Total Recommended Award:

\$825,094.00

Basis for Award:

Lowest Responsible Bid

Purpose:

The purpose of this contract is to provide eighty (80) steel transmission poles and related materials required for the Olinger to Wylie 138 kV transmission line.

Evaluation:

Requests for bids were issued in accordance with Purchasing procedures. Five (5) bids were received and evaluated. TransAmerican Power has been disqualified for unacceptable past performance. Sanpec, Inc. did not include the cost of the required bonds in their pricing and did not guarantee their quotation. Techline, Inc. was selected as the lowest responsible bidder meeting all bid requirements and specifications.

Recommendation:

Staff recommends awarding the materials contract to Techline, Inc. as the lowest responsible bidder.

Funding Information:

GP&L Olinger to Wylie East CIP 210-3599-31409-01-6051 (EC-T0409-003-1-6051)

Department Director:

Ross Owen, Transmission & Distribution Director, 972-205-3532



GARLAND
PURCHASING

Bid No.: 5597-15
Agenda Item: 2f
Meeting: Council
Date: 07/07/15

Purchasing Report

CONSTRUCTION MANAGER AT RISK FOR FIRE STATION NO. 5 OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide Construction Manager at Risk services for the demolition of the old Fire Station No. 5 and construction of the new Fire Station No. 5 located at 5626 Lyons Road. This is an approved Capital Improvement project, and expenditures will not exceed appropriated funds.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Lee Lewis Construction, Inc.	All	\$4,452,548.00

TOTAL: \$4,452,548.00

BASIS FOR AWARD:

Most Qualified

Submitted by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

Reviewed by:

Bryan L. Bradford
City Manager

Date: 06/26/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account: \$	5,214,472
Expended/Encumbered to Date:	451,024
Balance: \$	4,763,448
This Item:	4,452,548
Proposed Balance: \$	310,900

Matt Watson 06/29/15
Budget Analyst Date

Ron Young 06/29/15
Budget Director Date

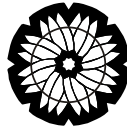
Operating Budget: ☐ CIP: ☒ Year: 2015

Document Location: Page PS01

Account #:	692-4749-1203200-9002	\$3,756,679
	642-4749-1203200-9002	499,493
	633-4749-1203200-9002	196,376

Fund/Agency/Project – Description:
CO-Funded CIP / Fire Station No. 5
GO 2004 CIP / Fire Station No. 5
GO 1991 CIP / Fire Station No. 5

Comments: While expenditures will not exceed appropriated funds in 2015, this request does require the commitment of future funds of approximately \$15,000 scheduled for 2016.



GARLAND

PURCHASING

Executive Summary **Bid 5597-15** **Construction Manager at Risk for Fire Station #5**

Recommended Vendor:

Lee Lewis Construction, Inc.

Total Recommended Award:

\$4,452,548.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide Construction Manager at Risk services for the demolition of the old Fire Station #5 and construction of the new Fire Station #5 located at 5626 Lyons Road. This is an approved Capital Improvement Project.

Evaluation:

Lee Lewis Construction, Inc. was selected from the short-list of pre-qualified Construction Managers at Risk through RFQ 2892-12 as the most qualified firm for this project.

Recommendation:

Staff recommends awarding the contract to Lee Lewis Construction, Inc.

Funding Information:

692-4749-1203200-9002 (84.37%) \$3,756,679.00
642-4749-1203200-9002 (11.22%) \$499,493.00
633-4749-1203200-9002 (4.41%) \$196,376.00

Department Director:

Ginny Holliday, Director of Facilities Management, 972-205-4080



GARLAND
PURCHASING

Bid No.: 5586-15
Agenda Item: 2g
Meeting: Council
Date: 07/07/15

Purchasing Report

PROFESSIONAL ENGINEERING SERVICES OPEN MARKET

PURCHASE JUSTIFICATION:

The purpose of this contract is to provide professional design, geotechnical, and survey services for water and wastewater improvements along and between Profit Drive and Lavon Drive. The limits of this project are from First Street to Castle Drive. Kimley-Horn and Associates, Inc., was selected as the most qualified firm for this project from a short list of engineers evaluated and ranked by the published criteria in RFQ 3617-13.

AWARD RECOMMENDATION:

<u>Vendor</u>	<u>Item</u>	<u>Amount</u>
Kimley-Horn and Associates, Inc.	All	\$130,000.00
TOTAL:		<u>\$130,000.00</u>

BASIS FOR AWARD:

Most Qualified

Submitted by:

Reviewed by:

Gary L. Holcomb, CPPO, C.P.M.
Director of Procurement

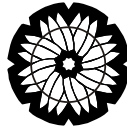
Bryan L. Bradford
City Manager

Date: 06/26/15

Date: 06/30/15

FINANCIAL SUMMARY:

Total Project/Account:	\$ 3,580,000	Operating Budget:	<input type="checkbox"/>	CIP:	<input checked="" type="checkbox"/>	Year:	2015
Expended/Encumbered to Date:	41,977	Document Location:	Pages W02 and WW05				
Balance:	\$ 3,538,023	Account #:	220-4049-3019100-7101	\$	78,000		
This Item:	130,000		237-4149-3214900-9305		52,000		
Proposed Balance:	\$ 3,408,023	Fund/Agency/Project – Description:	Water Commercial Paper / Distribution Lines (Up to 14-Inch) Wastewater Commercial Paper / Collection Mains				
Matt Watson	06/29/15	Comments:					
Budget Analyst	Date						
Ron Young	06/29/15						
Budget Director	Date						



GARLAND

PURCHASING

Executive Summary Bid 5586-15 Professional Engineering Services

Recommended Vendor:

Kimley-Horn and Associates, Inc.

Total Recommended Award:

\$130,000.00

Basis for Award:

Most Qualified

Purpose:

The purpose of this contract is to provide professional design, geotechnical, and survey services for water and wastewater improvements along and between Profit Drive and Lavon Drive. The limits of this project are from First Street to Castle Drive.

Evaluation:

Kimley-Horn and Associates, Inc. was selected as the most qualified firm for this project from a short list of engineers evaluated and ranked by the published criteria in RFQ 3617-13.

Recommendation:

Staff recommends awarding the contract for Professional Engineering Services to Kimley-Horn and Associates, Inc.

Funding Information:

220-4049-3019100-7101 – \$78,000.00 (Water)

237-4149-3214900-9305 – \$52,000.00 (Wastewater)

Department Director:

Michael C. Polocek, Director of Engineering, 972-205-2178



City Council Item Summary Sheet

☐ Work Session

☒ Agenda Item

Date: July 7, 2015

Zoning Ordinance

Summary of Request/Problem

Zoning Ordinance Z 15-13 Houshang Jahvani Consider adoption of attached ordinance.

Recommendation/Action Requested and Justification

Consider adoption of attached ordinance.

Submitted By:

Will Guerin
Director of Planning

Approved By:

Bryan L. Bradford
City Manager

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING LAWS OF THE CITY OF GARLAND, TEXAS, BY APPROVING AN AMENDMENT TO PLANNED DEVELOPMENT (PD) DISTRICT 03-22 FOR NEIGHBORHOOD OFFICE USES AND A DETAIL PLAN FOR MEDICAL AND DENTAL OFFICE/CLINIC ON A 0.767-ACRE TRACT OF LAND LOCATED ON THE EAST SIDE OF JUPITER ROAD, APPROXIMATELY 140 FEET NORTH OF THE INTERSECTION OF JUPITER ROAD AND COLLINS BOULEVARD; PROVIDING FOR CONDITIONS, RESTRICTIONS, AND REGULATIONS; AND PROVIDING FOR A PENALTY AND AN EFFECTIVE DATE.

WHEREAS, at its regular meeting held on the 11th day of May, 2015, the City Plan Commission did consider and make recommendations on a certain request for zoning change made by **Houshang Jahvani**, and

WHEREAS, The City Council, after determining all legal requirements of notice and hearing have been met, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare:

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

Section 1.

Ordinance No. 6773 is hereby amended by approving an amendment to Planned Development (PD) District 03-22 for Neighborhood Office Uses and a Detail Plan for Medical and Dental Office/Clinic on a 0.767-acre tract of land located on the east side of Jupiter Road, approximately 140 feet north of the intersection of Jupiter Road and Collins Boulevard, and being more particularly described in Exhibit A, attached hereto and made a part hereof.

Section 2.

Development shall be in conformance with the conditions, restrictions, and regulations set forth in Exhibit B, attached hereto and made a part hereof.

Section 3.

Ordinance No. 6773, as amended, shall remain in full force and effect, save and except as amended by this Ordinance.

Section 4.

Violation of this Ordinance shall be a misdemeanor punishable in accordance with Section 10.05 of the Code of Ordinances, City of Garland, Texas.

Section 5.

This Ordinance shall become and be effective on and after its adoption and publication as required by law.

PASSED AND APPROVED this_____ day of _____, 2015.

THE CITY OF GARLAND, TEXAS

By:

Mayor

ATTEST:

City Secretary

Published:

EXHIBIT A

LEGAL DESCRIPTION

Zoning File 15-13

Being approximately a 0.767-acre tract of land and identified as Lot 2R, Block 1, Heritage Square Animal Center Replat, an addition to the City of Garland as shown on the Plat recorded in instrument No. 201200201226 of the Map Records of Dallas County, Texas. The property is located on the east side of Jupiter Road, approximately 140 feet north of the intersection of Jupiter Road and Collins Boulevard, Garland, TX.

PLANNED DEVELOPMENT CONDITIONS

ZONING FILE 15-13

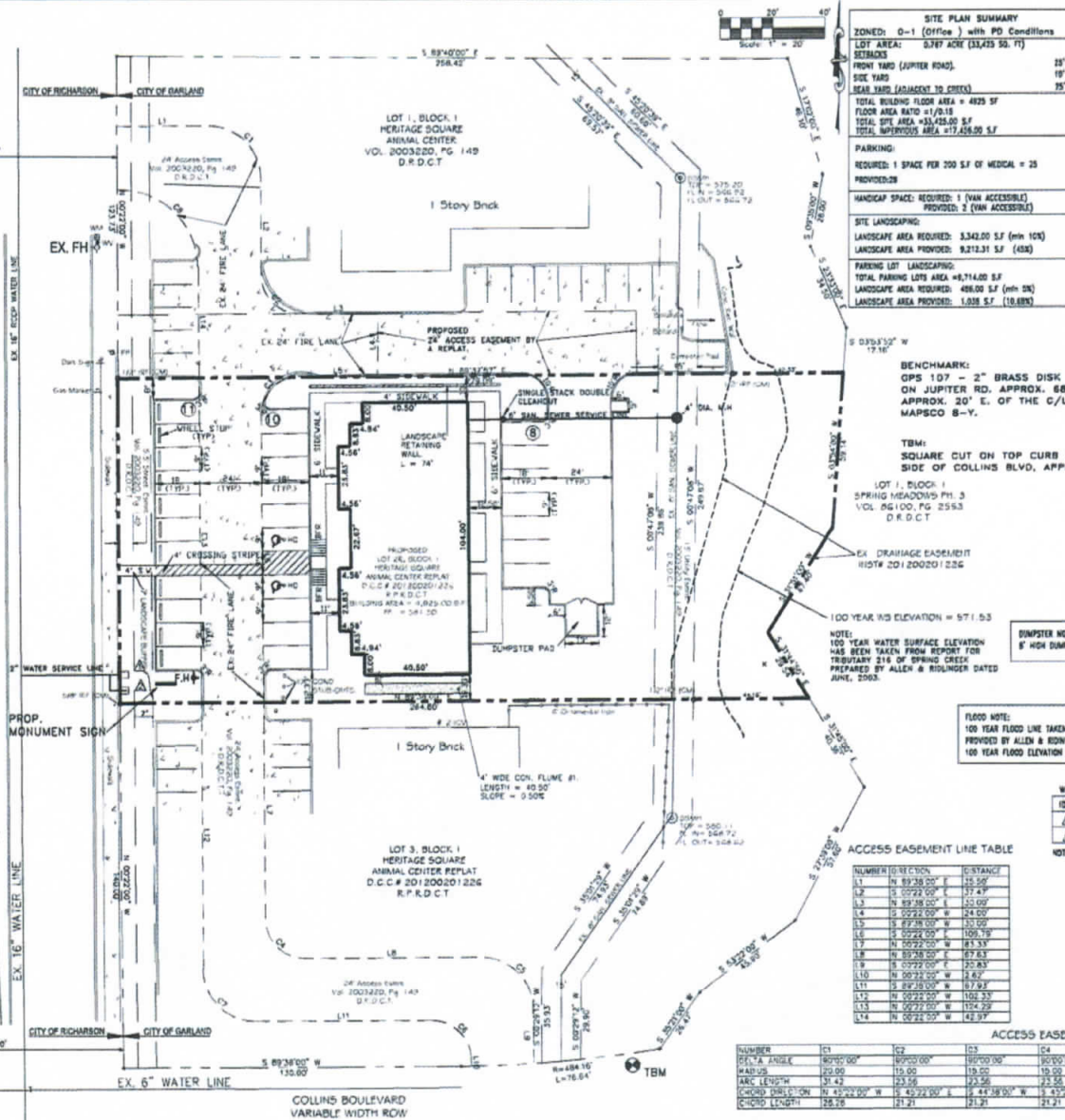
North Corner of Jupiter Road and Collins Boulevard

- I. **Statement of Purpose:** The purpose of this Planned Development District is to permit a Medical Office/Clinic subject to conditions.
- II. **Statement of Effect:** This Planned Development District shall not affect any regulation found in the Garland Development Code, Ordinance No. 6773, as amended prior to adoption of this ordinance, except as specifically provided herein.
- III. **General Regulations:** All regulations of the Neighborhood Office (NO) District as set forth in Chapter 2 of the Garland Development Code are included by reference and shall apply, except as otherwise specified by this ordinance.
- IV. **Development Plans:**
 - A. Detail Plan: Development shall be in general conformance with the Detail Plan. (Exhibit C)
- V. **Specific Regulations:**
 - A. Permitted Uses: No uses shall be permitted except for the uses listed under the Office-1 (O-1) District in Section 20 of the Comprehensive Zoning Ordinance.
 - B. Screening and Landscaping: Screening and landscaping shall be in general conformance with the approved landscape plan labeled Exhibit D. The landscaping shall comply with the Screening and Landscape Standards, with the exception of the following:
 - i. The landscape buffer along Jupiter Road shall have a minimum depth of seven feet.
 - ii. No screening shall be required along the east property line due to the natural vegetation along the creek accomplishing the intent of Section 6.1.1 of the Screening and Landscape Standards.
 - C. Exterior Elevations: The exterior elevations of the building shall be provided as generally shown on the exterior elevations plan. (Exhibit E).
 - D. Signage: The monument sign shall be provided as generally shown on the landscape plan labeled Exhibit D.
 - E. Utilities: All utilities on site shall be underground.

EXHIBIT B

- F. Access Easement: An access easement that is to be shared between the subject property and the adjacent property to the north identified as Lot 1, Block 1, Heritage Square Animal Center shall be dedicated by replat prior to the issuance of a site and building permit for the construction of the medical office on the subject property. The common access easement shall provide access from Jupiter Road to the parking area behind the proposed medical office.

JUPITER ROAD
100' ROW



SITE PLAN SUMMARY

ZONED: D-1 (Office) with PD Conditions

LOT AREA: 0.787 ACRE (33,425 SQ. FT.)

REQUIREMENTS:

FRONT YARD (JUPITER ROAD): 25'

SIDE YARD (ADJACENT TO STREET): 15'

REAR YARD (ADJACENT TO STREET): 25'

TOTAL BUILDING FLOOR AREA: 4,925 SF

FLOOR AREA RATIO: 0.18

TOTAL SITE AREA: 33,425.00 SF

TOTAL IMPERVIOUS AREA: 17,426.00 SF

PARKING:

REQUIRED: 1 SPACE PER 200 SF OF MEDICAL = 25

PROVIDED: 28

HANDICAP SPACE: REQUIRED: 1 (VAN ACCESSIBLE)

PROVIDED: 2 (VAN ACCESSIBLE)

SITE LANDSCAPING:

LANDSCAPE AREA REQUIRED: 3,342.00 SF (min 10%)

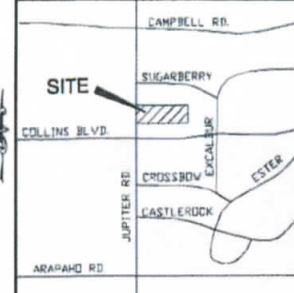
LANDSCAPE AREA PROVIDED: 9,212.31 SF (48%)

PARKING LOT LANDSCAPING:

TOTAL PARKING LOT AREA: 4,714.00 SF

LANDSCAPE AREA REQUIRED: 486.00 SF (min 10%)

LANDSCAPE AREA PROVIDED: 1,038.57 SF (10.88%)



VICINITY MAP
MAPSCO 8-Y NOT TO SCALE

BENCHMARK:

GPS 107 - 2" BRASS DISK STAMPED 107 LOCATED ON B.C. OF MEDIAN ON JUPITER RD. APPROX. 68' S. OF THE C/L OF JUPITER RD / CASTLE ROCK INT. APPROX. 20' E. OF THE C/L OF S. BOUND JUPITER RD.

ELEVATION = 592.63

TBM:

SQUARE CUT ON TOP CURB AT CENTER OF CURB INLET ON THE NORTH SIDE OF COLLINS BLVD. APPROX. 200 FEET EAST OF JUPITER ROAD.

ELEVATION = 580.80

DUMPSTER NOTE:

8' HIGH DUMPSTER SCREENING WALL TO MATCH THE BUILDING MATERIAL.

FLOOD NOTE:

100 YEAR FLOOD LINE TAKEN FROM REPORT FOR TRIBUTARY 216 OF SPRING CREEK PROVIDED BY ALLEN & ROUNDER DATED JUNE, 2003.

100 YEAR FLOOD ELEVATION = 571.34.

WATER METER & SANITARY SEWER SCHEDULE

TYPE	SIZE	SAN. SEWER
PROP. DOMESTIC	1"	6"
PROP. IRRIGATION	1"	-

NOTE: EXISTING WATER AND SANITARY SEWER MAINS ARE ADEQUATELY SIZED TO PROVIDE SERVICE TO THIS PROPERTY.

ACCESS EASEMENT LINE TABLE

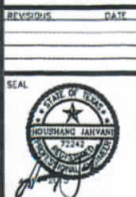
NUMBER	BEARING	DISTANCE
1	N 89°38'00" E	15.56'
2	S 0°22'00" E	37.49'
3	N 89°38'00" E	25.00'
4	S 72°22'00" W	24.00'
5	S 87°38'00" W	30.00'
6	S 0°22'00" E	109.78'
7	S 72°22'00" W	81.33'
8	N 89°38'00" E	67.63'
9	S 0°22'00" E	20.83'
10	S 89°38'00" W	1.62'
11	S 89°38'00" W	67.93'
12	N 0°22'00" E	102.33'
13	N 0°22'00" E	114.20'
14	N 89°38'00" W	42.97'

ACCESS EASEMENT CURVE TABLE

NUMBER	IC1	IC2	IC3	IC4	IC5	IC6	IC7	IC8
REL. A. ANGLE	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"	80°00'00"
WADUS	20.00	19.00	19.00	20.00	20.00	20.00	20.00	20.00
TARC LENGTH	12.42	12.56	12.56	12.42	12.56	12.56	12.42	12.56
CHORD DIST. ON	N 42°22'00" W	S 42°22'00" E	S 42°22'00" E	N 42°22'00" W	S 42°22'00" E	N 42°22'00" W	S 42°22'00" E	N 42°22'00" W
CHORD LENGTH	28.28	21.21	21.21	28.28	21.21	21.21	28.28	21.21

JUPITER DENTAL CLINIC
LOT 2R, BLOCK "1", HERITAGE SQUARE ANIMAL CLINIC REPLAT
5814 N. JUPITER ROAD
GARLAND, TEXAS 75044

JAHVANI CONSULTING ENGINEERS, INC.
TYPE REGISTRATION NO. E-10158
2121 N. JOSEY LANE, #100
CARROLLTON, TEXAS 75006
TEL. (214) 718-9469
jahvani@hotmail.com



DWG. TITLE:
SITE PLAN

DRAWN BY: HJ
SCALE: 1" = 20'

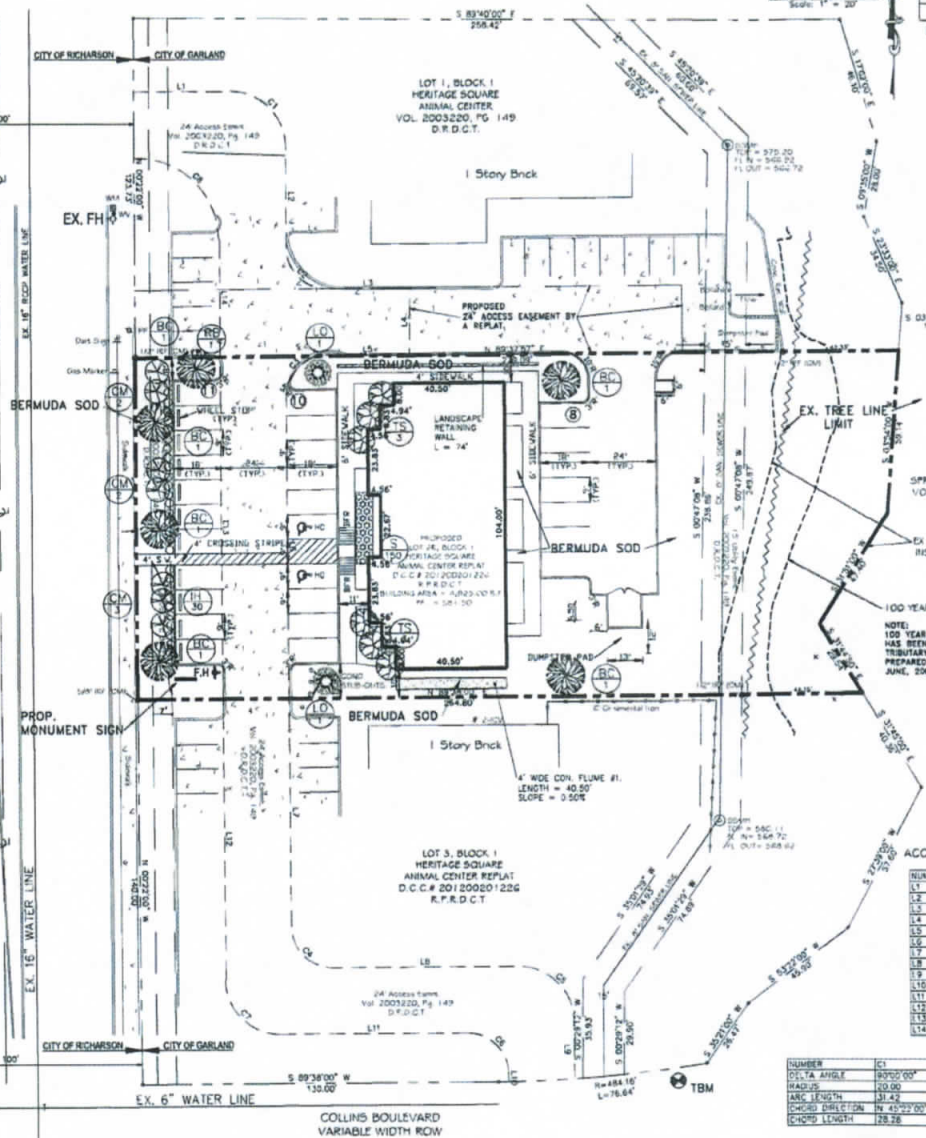
DATE: 4-14-2015

4 OF 12
SHEET NUMBER

CITY CASE NO. 140320-2

EXHIBIT C

JUPITER ROAD
100' ROW



OP	TYPE	SIZE	SAN. SEWER
1	PROP. DOMESTIC	1"	6"
2	PROP. IRRIGATION	1"	-

NOTE: EXISTING WATER AND SANITARY SEWER MAINS ARE ACCURATELY NOTED TO PROVIDE SERVICE TO THIS PROPERTY.

SITE PLAN SUMMARY	
ZONED:	O-1 (Office) with PD Conditions
LOT AREA:	0.787 ACRE (33,425 SQ. FT.)
SETBACKS:	
FRONT YARD (JUPITER ROAD):	25'
SIDE YARD:	5'
REAR YARD (ADJACENT TO CREEK):	25'
TOTAL BUILDING FLOOR AREA:	4,925 SF
FLOOR AREA RATIO = 1/0.15	
TOTAL SITE AREA = 33,425.00 S.F.	
TOTAL IMPERVIOUS AREA = 17,458.00 S.F.	
PARKING:	
REQUIRED: 1 SPACE PER 200 S.F. OF MEDICAL = 25	
PROVIDED: 29	
HANDICAP SPACE: REQUIRED: 1 (VAN ACCESSIBLE)	
PROVIDED: 2 (VAN ACCESSIBLE)	
SITE LANDSCAPING:	
LANDSCAPE AREA REQUIRED: 3,342.00 S.F. (MIN 10%)	
LANDSCAPE AREA PROVIDED: 9,212.31 S.F. (43%)	
PARKING LOT LANDSCAPING:	
TOTAL PARKING LOT AREA = 8,714.00 S.F.	
LANDSCAPE AREA REQUIRED: 486.00 S.F. (MIN 5%)	
LANDSCAPE AREA PROVIDED: 1,038 S.F. (10.66%)	

PLANTING SCHEDULE (LARGE TREES)						
SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE / CAL.	HEIGHT	SPACING
1	5	BALD CYPRESS	Taxodium distichum	4"	10' MAX	45'-60' MAX
2	2	LAUREL OAK	Quercus laevis	3"	8' MAX	45'-60' MAX

PLANTING SCHEDULE (SMALL ORNAMENTAL TREES)						
SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE / CAL.	HEIGHT	SPACING
3	7	ORANGE SHUTTLE WORTH	Lagerströmia indica	1 1/2"	8' MAX	45'-60' MAX

PLANTING SCHEDULE (SHRUBS)						
SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE / CAL.	HEIGHT	SPACING
4	6	TEXAS SAGE	Leucophyllum frutescens	2 CAL.	24"	45' MAX
5	20	REDYARD DOGWOOD	Rhododaphne indica	2 CAL.	24"	45' MAX

PLANTING SCHEDULE (SEASONAL)						
SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE / CAL.	HEIGHT	SPACING
6	150 S.F.	SEASONAL	SEASONAL	-	-	-

NUMBER	DIRECTION	DISTANCE
1	N 89°28'00" E	35.50'
2	S 02°22'00" E	37.47'
3	N 89°28'00" E	35.50'
4	S 02°22'00" E	37.47'
5	N 89°28'00" E	35.50'
6	S 02°22'00" E	37.47'
7	N 89°28'00" E	35.50'
8	S 02°22'00" E	37.47'
9	N 89°28'00" E	35.50'
10	S 02°22'00" E	37.47'
11	N 89°28'00" E	35.50'
12	S 02°22'00" E	37.47'
13	N 89°28'00" E	35.50'
14	S 02°22'00" E	37.47'

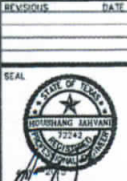
DUMPSTER NOTE:
8' HIGH DUMPSTER SCREENING WALL TO MATCH THE BUILDING MATERIAL.

SOD NOTE:
ALL DISTURBED AREAS TO BE GRASSED WITH BERMUDA SOD.

NUMBER	CL	CS	CS	CS	CS	CS
1	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
2	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
3	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
4	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
5	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
6	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
7	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
8	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
9	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
10	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
11	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
12	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
13	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"
14	0°00'00"	90°00'00"	0°00'00"	90°00'00"	0°00'00"	90°00'00"

JUPITER DENTAL CLINIC
LOT 2R, BLOCK "1", HERITAGE SQUARE ANIMAL CLINIC REPLAT
5814 N. JUPITER ROAD
GARLAND, TEXAS 75044

JAHVANI CONSULTING
ENGINEERS, INC.
TYPE REGISTRATION NO. 1-10158
2121 N. JOSEY LANE, #100
CARROLLTON, TEXAS 75006
TEL: (214) 718-9469
jahvani@att.net



DWG. TITLE:
LANDSCAPE PLAN

DRAWN BY: HJ
SCALE: 1" = 20'

DATE: 4-14-2015

11 OF 12
SHEET NUMBER

EXHIBIT D

CITY CASE NO. 140326-2



214.477.4112

Garland, TX

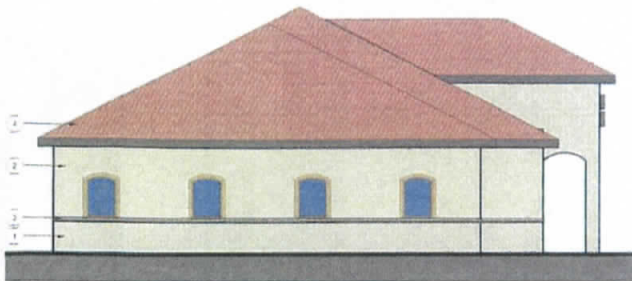
jaxdesignstudio@yahoo.com

MATERIAL LEGEND:

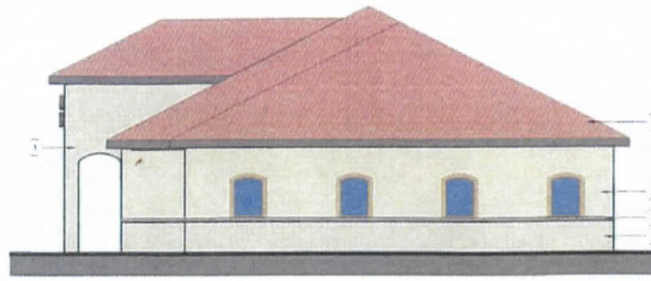
- 1 STONE
- 2 FACE BRICK
- 3 CAST STONE
- 4 SHAUGH-CLAY TILE ROOF

	OVERALL S.F.	1 STONE	2 FACE BRICK
WEST ELEVATION	1,303 S.F.	232 S.F. (22%)	944 S.F. (72%)
EAST ELEVATION	1,041 S.F.	152 S.F. (15%)	729 S.F. (70%)
WEST+EAST ELEVATIONS	2,344 S.F.	384 S.F. (16%)	2,000 S.F. (85%)
SOUTH ELEVATION	1,322 S.F.	432 S.F. (33%)	890 S.F. (67%)

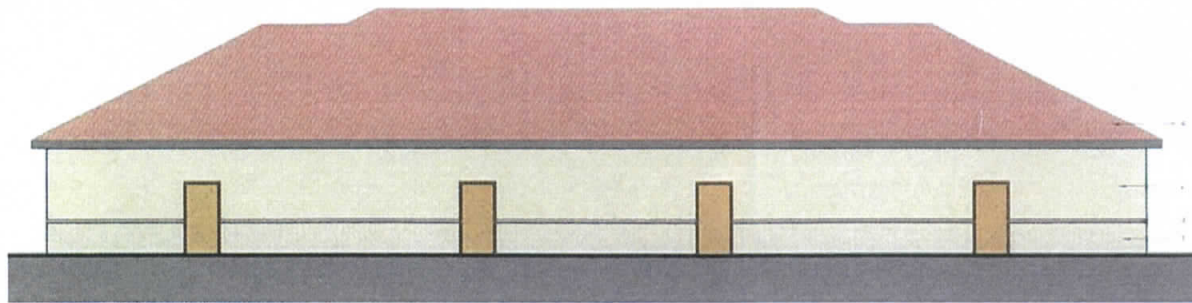
NOTE: COLOR ON ELEVATIONS ARE FOR GRAPHIC PURPOSES ONLY. STONE AND FACE BRICK TO MATCH BEIGE COLOR FROM ADJACENT MEDICAL BUILDING.



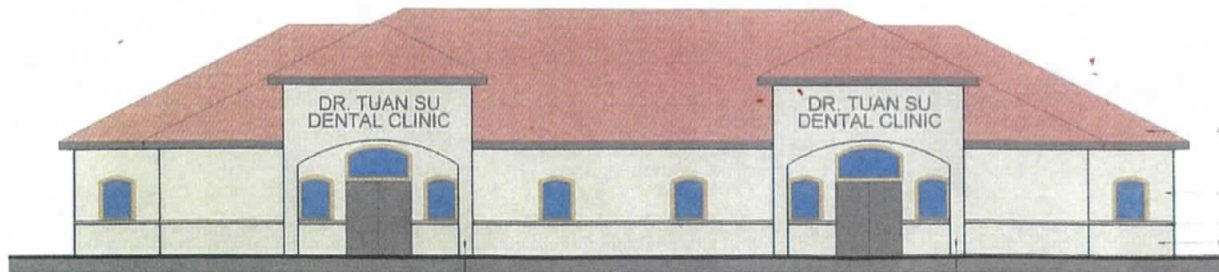
03 NORTH ELEVATION
SCALE: 3/4\"/>



04 SOUTH ELEVATION
SCALE: 3/4\"/>



02 EAST ELEVATION
SCALE: 1/2\"/>



01 WEST ELEVATION
SCALE: 3/4\"/>

EXHIBIT E

JUPITER DENTAL CLINIC
LOT 2R BLOCK '1', HERITAGE
SQUARE ANIMAL CLINIC REPLAT
5814 N. JUPITER ROAD
GARLAND, TX 75044



City Council Item Summary Sheet

☐ Work Session

Date: July 7, 2015

☒ Agenda Item

Electric Debt Restructuring

Summary of Request/Problem

At the June 15, 2015 Work Session, Staff proposed that Council proceed with the sale of Combination Tax and Electric Utility System Revenue Refunding Bonds for the purpose of refunding a portion of TMPA's outstanding revenue refunding bonds, Series 1993.

The City must notify TMPA that the City intends to refund a portion of the outstanding debt.

Recommendation/Action Requested and Justification

By Resolution, authorize the City to issue debt to refund outstanding TMPA debt and to notify TMPA of the City's intent.

Submitted By:

David Schuler
Chief Financial Officer

Approved By:

Bryan L. Bradford
City Manager

RESOLUTION NO. ____

A RESOLUTION authorizing the refunding of certain obligations with the proceeds of the "City of Garland, Texas, Combination Tax and Electric Utility System Revenue Refunding Bonds, Series 2015" or such other obligations as the City may designate; authorizing certain officers to proceed with matters relating to the issuance of such bonds; and resolving other matters incidental and related thereto.

WHEREAS, the City of Garland, Texas (the "City") together with the Cities of Bryan, Denton and Greenville, Texas (collectively with the City, the "Member Cities") has heretofore joined with the other Member Cities to create the Texas Municipal Power Agency ("TMPA"), a municipal power agency created under the laws of the State of Texas;

WHEREAS, the Member Cities and TMPA have entered into individual but identical Power Sales Contracts dated September 1, 1976, as amended (the "Power Sales Contract"), under which TMPA is obligated to sell electric energy to the Member Cities, and each of the Member Cities is unconditionally obligated to pay to TMPA, without offset or counterclaim and without regard to whether energy is delivered by TMPA to each Member City, including the City, or whether the Member Cities, including the City, actually use energy from TMPA's generating facilities, the percentage of TMPA's Annual System Costs (as defined in the Power Sales Contract), including the payment of the Debt Service Requirements (as defined in the Power Sales Contract) which may from time to time exist, as set forth below:

City of Bryan:	21.7%
City of Denton:	21.3%
City of Garland:	47.0%
City of Greenville:	10.0%

Such payment percentages are hereinafter referred to as the "Contract Percentages"; and

WHEREAS, TMPA has outstanding certain "Debts" (within the meaning of the Power Sales Contract, and referred to herein as the "TMPA Debts"), the Contract Percentage of which the City is obligated to pay under the Power Sales Contract (the City's Contract Percentage of the TMPA Debts), and which represents a portion of the contractual obligations of the Member Cities incurred in accordance with the Power Sales Contract, to wit:

(1) A portion of the contractual obligations of the City under the Power Sales Contract, relating to the payment of a portion of the City's Contract Percentage of \$241,455,000 in maturity amount of TMPA's outstanding "Texas Municipal Power Agency Revenue Refunding Bonds, Series 1993" (the "TMPA Series 1993 Bonds") maturing September 1, 2016 and September 1, 2017, with such portion of the Contract Percentage being \$59,270,000 (the "Refunded Obligations"); and

WHEREAS, in accordance with resolution 2012-7-8 adopted by the TMPA Board of Directors on July 12, 2012 (the "TMPA Resolution") and an agreement among the Member Cities, each Member City may individually prepay or restructure the portion of the contractual obligations under the Power Sales Contract of the Member Cities represented by the TMPA Series 1993 Bonds through the use of cash on hand or proceeds of bonds issued by a Member City; and

WHEREAS, the City Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to convert the amounts paid to TMPA into a long term fixed rate financing;

WHEREAS, Chapter 1207 authorizes the City to issue refunding bonds to refund any special obligation of the City; and

WHEREAS, the City finds that the Refunded Obligations constitute a special obligation of the City that may be refunded with proceeds of bonds issued under Chapter 1207; and

WHEREAS, Chapter 1207 authorizes the City to issue refunding bonds and to deposit the proceeds from the sale thereof, and any other available funds or resources, directly with the paying agent for the Refunded Obligations; and

WHEREAS, the TMPA Resolution provides for the discharge of the TMPA Series 1993 Bonds consisting of the Refunded Obligations upon deposit of the necessary funds therefor to the Bond Escrow Fund, as defined in the TMPA Resolution; and

WHEREAS, the City has determined to issue the bonds, to be designated "City of Garland, Texas, Combination Tax and Electric Utility System Revenue Refunding Bonds, Series 2015" (the "Bonds"), or such other designation as the City may elect in the ordinance authorizing the issuance of such Bonds for the purpose of refunding the Refunded Obligations; now, therefore:

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

Section 1. That the City desires proceed with the refunding of the Refunded Obligations and proceed with the issuance of the Bonds and the Director of Financial Services or his designee is hereby authorized and directed to deliver notice to the TMPA regarding the refunding of the Refunded Obligations in the manner consistent with the TMPA Resolution.

Section 2. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Director of Financial Services, and City Secretary are hereby expressly authorized and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, including such acts and things necessary to proceed with the issuance of the Bonds.

Section 3. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

Section 4. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this July 7, 2015.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary

(City Seal)



City Council Item Summary Sheet

☐ Work Session

Date: July 7, 2015

☒ Agenda Item

INTERLOCAL AGREEMENT (ILA) WITH THE CITY OF MESQUITE FOR A P25 RADIO SYSTEM

Summary of Request/Problem

As presented in the Policy Report on the Monday, June 15th Work Session, the City of Garland and The City of Mesquite each conducted a Public Safety Radio Assessments to determine the future communication requirements of the Cities. Following the assessment, the Cities collectively submitted a Request for Proposal for a joint Public Safety Radio System to serve the needs of the Cities and our existing system participants. Prior to the selection of a vendor and implementation of the system, the cities wish to memorialize the terms of the joint Radio System with an Interlocal Agreement.

The interlocal agreement with Mesquite includes:

- (1) GARLAND and MESQUITE agree to purchase, install, implement, maintain, operate, manage, and use of the System; and
- (2) Establishes acceptable terms and protections for each municipality.

Recommendation/Action Requested and Justification

Authorize the City Manager to execute an interlocal agreement between the City of Garland and the City of Mesquite for the design, purchase and maintenance of a P25 radio system.

Submitted By:

Steven Niekamp
Chief Information Officer

Approved By:

Bryan L. Bradford
City Manager

THE CITY OF GARLAND AND THE CITY OF MESQUITE RADIO SYSTEM INTERLOCAL AGREEMENT

This Interlocal Agreement (this “Agreement”) is entered into as of the Effective Date between the **CITY OF GARLAND**, a Texas home-rule municipality with the authorization of its governing body, (hereinafter referred to as “Garland”), and the **CITY OF MESQUITE**, a Texas home-rule municipality with the authorization of its governing body, (hereinafter referred to as “Mesquite”). Both Garland and Mesquite are Texas home rule municipalities operating under the authority of their respective governing bodies and are hereafter sometimes referred to collectively as “the Cities” or the “Parties” or individually as a “City” or a “Party”.

WITNESSETH

WHEREAS, Garland and Mesquite are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”) provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Garland and Mesquite are local governments as that term is defined in the Act and this Agreement is being entered into pursuant to and under the authority of the Act; and

WHEREAS, municipalities own and operate radio systems for the purpose of providing radio communications in support of their governmental operations; and

WHEREAS, each City has investigated and determined that it would be advantageous and beneficial to the citizens within its respective municipality to implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards; and

WHEREAS, in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Mesquite desire to enter into this Agreement to provide a radio system for municipal services for system coverage for use by the Cities and their respective users, which radio system coverage is essential and a necessary component of providing certain vital governmental services by each City, including, without limitation, police, fire, emergency medical, and public works protection provided by each City to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens both now and in the future; and

WHEREAS, the Cities desire to enter this Agreement for the purpose of memorializing the agreement of the Cities regarding the System that will include the purchase, installation, implementation, maintenance, operation, management, and use of the System.

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Cities agree as follows:

I. DEFINITIONS

Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“**Act**” shall have the meaning set forth in the Recitals to this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday, or official City holiday in which either of Garland’s or Mesquite’s City Hall Offices are closed for business.

Interlocal Agreement Between the City of Garland and the City of Mesquite

“Communication System Agreement” or **“CSA”** means that certain Communication System Agreement to be entered into between Garland (as Buyer) and the Selected Vendor (as Seller) relating to the purchase and installation of the Shared Components of the System.

“Effective Date” means the later of the dates this Agreement is approved by the governing bodies of both Cities and signed by the authorized representatives of each City.

“FCC” means the Federal Communications Commission.

“FCC Licenses” means the radio communications licenses granted by the FCC to Garland and Mesquite, respectively.

“Governance Board” means the administrative governing body tasked with the operation and administration of the System and being more particularly described in Section 6.01 below.

“Infrastructure Components” means the equipment, materials, hardware, firmware, structures, and other items composing a portion of the System that are located within the municipal boundaries of Infrastructure Participants.

“Infrastructure Participants” means municipalities, whether one or more, other than Garland and Mesquite, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

“Joint Phase III Consultant”, “Joint Phase III Consulting Agreement” and **“Joint Phase III Consulting Services”** shall have the meanings set forth in Section 3.03 of this Agreement.

“Non-Infrastructure Participants” means municipalities, whether one or more, that participate in the System by using services provided by the System but that do not own Infrastructure Components of the System located within their respective municipalities.

“Non-Shared Components” means the equipment, materials, hardware, firmware, structures, and other items comprising a portion of the System that are purchased by each of the respective Cities individually and are not Shared Components. These Non-Shared Components shall be itemized in detail by an addendum executed by both Cities and attached to this Agreement, and incorporated by reference as Exhibit A, after design review by the Selected Vendor.

“Non-Shared Costs” means the expenses to be incurred by the respective Cities relating to Non-Shared Components and any other expenses that are not Shared Costs. These Non-Shared Costs shall be itemized in detail by an addendum executed by both Cities and attached to this Agreement, and incorporated by reference as Exhibit B, after design review by the Selected Vendor.

“Participant Agreement” means an interlocal agreement executed between a Participant and either (i) both Parties; or (ii) one Party with the written consent of the other Party. A Participant Agreement shall expressly set forth all rights, duties, obligations, and responsibilities of the Participant relating to the Participant’s use of the System.

“Participant” means an Infrastructure Participant or Non-Infrastructure Participant and **“Participants”** collectively means all Infrastructure Participants and Non-Infrastructure Participants.

“Participant Fee Fund” means the fund consisting of Participant Fees and being more particularly described in Section 9.07 of this Agreement.

“Participant Fees” means all fees paid by Participants to use the System.

“RCC” means RCC Consulting, Inc., a Delaware Corporation.

Interlocal Agreement Between the City of Garland and the City of Mesquite

“RFP” means that certain Request For Proposal dated August 12, 2014 and titled *Cities of Garland, Mesquite, Rowlett & Sachse P25 Radio System Request for Proposal RFP No 4469-14*, published and distributed by Garland on or about August 13, 2014, advertised by Garland for the purpose of seeking proposals from qualified vendors relating to the purchase, installation, repair and maintenance of the System and related services as described therein.

“Selected Vendor” means the vendor from whom both Parties agree to purchase the Shared Components of the System and each Party individually agrees to purchase its Non-Shared Components of the System.

“Selected Maintenance Vendor” means the vendor both Parties agree will provide ongoing repair, maintenance, and support (hardware and software) of the Shared Components of the System.

“Separate Phase III Consulting Agreement” shall have the meaning set forth in Section 3.03 of this Agreement.

“Shared Components” means the equipment, materials, hardware, firmware, structures, and other items comprising a portion of the System whose ownership is shared by the Parties. These Shared Components shall be itemized in detail by an addendum executed by both Cities and attached to this Agreement, and incorporated by reference as Exhibit C, after design review by the Selected Vendor.

“Shared Costs” means those costs relating to the purchase, installation, operation, repair, maintenance, and upgrade of the Shared Components of the System including, but not limited to, all amounts to be paid pursuant to the SMA relating to repair and maintenance of the Shared Components of the System. Shared Costs shall also include out of pocket costs incurred by Garland prior to the Effective Date of the CSA relating to the preparation and advertising of the RFP, and costs related to negotiating and preparing the CSA, including reasonable legal fees, if any, for outside counsel incurred by Garland on behalf of both Cities. These Shared Costs shall be itemized in detail by an addendum executed by both Cities and attached to this Agreement, and incorporated by reference as Exhibit D, after design review by the Selected Vendor.

“System” means a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the CSA and shall include the Shared Components and Non-Shared Components.

“System Maintenance Agreement” or **“SMA”** means that certain System Maintenance Agreement to be entered into between Garland (as Customer) and the Selected Maintenance Vendor relating to ongoing repair, maintenance, and support (hardware and software) of the Shared Components of the System.

“Technical Advisory Board” means the group of technical personnel selected to advise the Governance Board and being more particularly described in Section 6.04 below.

“Term” means the term of this Agreement as defined in Section 2.01.

II. TERM TERMINATION

2.01 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue until and including September 30, 2026 (the “Initial Term”) in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years each beginning October 1, 2026 and continuing on October 1st of each third calendar year thereafter (each a “Renewal Term” and collectively the “Renewal Terms”) unless either Party terminates this Agreement by written notice to the other Party at least seven hundred and twenty (720) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the “Term”.

2.02 Termination in Event of Non-Appropriation of Funds. As home rule municipalities in the State of Texas, both Parties are subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All

Interlocal Agreement Between the City of Garland and the City of Mesquite

expenditures to be made by each City under the terms of this Agreement shall be subject to such City's appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Party at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the City's next fiscal year. In the event the City Council of either City fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such City under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Party written notice of the non-appropriation of funds within five (5) days after such City fails to appropriate the necessary funds. The termination of this Agreement as a result of either Party's failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

2.03 Early Termination During Initial Term. Notwithstanding anything to the contrary herein, either Party may terminate this Agreement without cause prior to the end of the Initial Term subject to the following:

- (i) The termination date must fall on September 30th of the year of termination; and
- (ii) The Party desiring to terminate this Agreement must give the other Party at least seven hundred and twenty (720) days prior written notice of termination of this Agreement.

2.04 Effect of Termination of this Agreement Pursuant to Sections 2.02 or 2.03 above. In the event either Party terminates this Agreement pursuant to Section 2.02 or 2.03 above, the following provisions shall apply:

- (i) The Party terminating this Agreement shall not be entitled to reimbursement from the non-terminating Party for expenditures related to the purchase, installation, maintenance, or repair of the System paid by the terminating Party prior to the date of termination; provided, however, the terminating Party shall continue to own its undivided 50% interest in the Shared Components of the System and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Components as more fully set forth in Article X of this Agreement;
- (ii) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination;
- (iii) Prior to the date of termination, the Party terminating this Agreement shall reimburse the non-terminating Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-terminating Party to continue to access, use, maintain, and repair the Shared Components of the System, such as microwave realignment and licensing fees;
- (iv) Garland will receive the ten (10) 700 Mhz radio frequency channels from the System registered in the name of the City of Garland and Mesquite will receive the six (6) 700 Mhz radio frequency channels from the System registered in the name of the City of Mesquite;
- (v) All Non-Shared Components of the System shall continue to be owned 100% by the Party that purchased such Non-Shared Component;
- (vi) All Infrastructure Components shall continue to be owned as more fully set forth in the Participant Agreement(s) between one or more of the Parties and Infrastructure Participant(s);
- (vii) Both the terminating Party and the non-terminating Party shall have the right after termination of this Agreement to continue to access, use, maintain, repair, and upgrade the Shared Components (but not the Non-Shared Components) located on property owned or leased by the other Party

Interlocal Agreement Between the City of Garland and the City of Mesquite

without compensation to or interference by such other Party, it being understood, acknowledged, and agreed by both Parties that, because of (1) the critical function of the System as originally designed and installed relative to providing communication across jurisdictional lines during events in which public safety mutual aid is provided between or among the Parties for the benefit of the Party receiving the assistance from the other Party; and (2) the need to provide system redundancy to better ensure continued operation of the System in the event one or more of the Shared Components of the System is temporarily non-operational, the continued use by each Party of the Shared Components located on property owned, leased, or licensed by the other Party serves the public purpose of both the terminating Party and the non-terminating Party; and

- (viii) The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

2.05 Effect of Termination of this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above. In the event either Party terminates this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above, the following provisions shall apply:

- (i) The Party terminating this Agreement shall not be entitled to reimbursement from the non-terminating Party for expenditures related to the purchase, installation, maintenance or repair of the System paid by the terminating Party prior to the date of termination; provided, however, the terminating Party shall continue to own its undivided 50% interest in the Shared Components of the System and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Components as more fully set forth in Article X of this Agreement;
- (ii) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination;
- (iii) Garland will receive the ten (10) 700 Mhz radio frequency channels from the System registered in the name of the City of Garland and Mesquite will receive the six (6) 700 Mhz radio frequency channels from the System registered in the name of the City of Mesquite;
- (iv) All Non-Shared Components of the System shall continue to be owned 100% by the Party that purchased such Non-Shared Component;
- (v) All Infrastructure Components shall continue to be owned as more fully set forth in the Participant Agreement(s) between one or more of the Parties and Infrastructure Participant(s);
- (vi) Unless both Parties agree in writing to discontinue the use of the Shared Components of the System, both the terminating Party and the non-terminating Party shall have the right after termination of this Agreement and for so long as the other Party continues to use the Shared Components of the System, to continue to access, use, maintain, repair, and upgrade the Shared Components (but not the Non-Shared Components) located on property owned or leased by the other Party without compensation to or interference by such other Party, it being understood, acknowledged, and agreed by both Parties that, because of (1) the critical function of the System as originally designed and installed relative to providing communication across jurisdictional lines during events in which public safety mutual aid is provided between or among the Parties for the benefit of the Party receiving the assistance from the other Party; and (2) the need to provide system redundancy to better ensure continued operation of the System in the event one or more of the Shared Components of the System is temporarily non-operational, the continued use by each Party of the Shared Components located on property owned, leased, or licensed by the other Party serves the public purpose of both the terminating Party and the non-terminating Party; and
- (vii) The provisions of this Section 2.05 shall expressly survive the termination of this Agreement.

Interlocal Agreement Between the City of Garland and the City of Mesquite

2.06 Notice of Termination. No notice of termination of this Agreement shall be effective unless given in accordance with Article XIV below.

III. CONSULTING SERVICES FOR PURCHASE, IMPLEMENTATION, INSTALLATION, TESTING, EVALUATION AND ACCEPTANCE OF THE SYSTEM

3.01 Phase I. Each City individually retained the services of RCC to review, evaluate, and make a recommendation regarding a potential upgrade and expansion of its public safety radio communications and operations systems ("Phase I") and in connection therewith, each City entered into a separate agreement with RCC regarding the services to be provided to each City in connection with Phase I (each a "Phase I Consulting Agreement"). The Parties agree that all costs and expenses incurred by each City pursuant to the Phase I Consulting Agreement entered into between each City and RCC shall be borne solely by the City entering into each respective Phase I Consulting Agreement.

3.02 Phase II. Based on findings made in connection with studies conducted by RCC in connection with Phase I, RCC recommended that both Cities' radio communications systems be upgraded and expanded and further recommended a combined wide area, multi-site digital trunked simulcast radio system for both Cities that is compliant with P-25 interoperability standards. Both Cities determined that the purchase and implementation of a combined wide area, multi-site digital trunked radio system compliant with P-25 interoperability standards ("Phase II") would result in significant efficiencies and savings in both human and financial resources for both Cities and would allow for a higher level of coordination of public safety services within both Cities resulting in enhanced safety of residents and other inhabitants of each of the Cities. Both Cities further determined that: (i) it would be prudent to obtain independent professional consulting and engineering support to assist the Cities in connection with Phase II to ensure that the System ultimately purchased and implemented would adequately meet the needs of both Cities both now and in the future; and (ii) by agreeing to use the same consultants and combining the work to be provided into a single combined project, duplicative efforts of such consultants could be reduced resulting in significant costs savings to both Cities. Accordingly, the Cities agreed to retain the consulting services of RCC to assist both Cities in connection with Phase II. The services to be provided by RCC in connection with Phase II include the development of detailed configuration requirements for the System and assisting the Cities with the preparation of the RFP, the evaluation of vendor proposals in response to the RFP, the evaluation of best and final offers, final vendor selection, and providing technical and engineering support to the Cities in connection with contract negotiations to purchase the System. In order to implement Phase II, Garland entered into an agreement with RCC to perform and provide the Phase II consulting services generally described herein and more specifically described in such agreement (the "Phase II Consulting Agreement"). The scope of work to be performed by RCC pursuant to the Phase II Consulting Agreement substantially benefits both Cities. Accordingly, the Cities have agreed to share in the costs, fees and expenses incurred in connection with the Phase II Consulting Agreement, with Mesquite to pay 27.5% up to a maximum of \$105,992.54 and Garland to pay the remaining 72.5% up to a maximum of \$279,434.87. Garland represents that it has paid RCC in full for all costs, fees and expenses incurred to date for services provided by RCC pursuant to the Phase II Consulting Agreement. Mesquite hereby agrees to reimburse Garland for Mesquite's portion of such costs, fees and expenses incurred to date to Garland within thirty (30) days after the Effective Date of this Agreement. Garland agrees that it shall not agree to any change orders in connection with the Phase II Consulting Agreement without the prior written consent of Mesquite.

3.03. Phase III Consulting Agreement. The Cities are nearing the completion of Phase II and desire to retain the services of a consultant acceptable to both Parties (herein the "Joint Phase III Consultant") to provide day to day project support in connection with the implementation and installation of the new System including, without limitation, assisting the Cities with the detailed System design review, System staging, FCC licensing, installation of the System equipment, System testing, performance evaluation, System acceptance and System cutover planning ("Phase III"). Both Parties will participate in the selection of the Joint Phase III Consultant and with negotiating the terms and conditions of any consulting agreement to be entered into with the Joint Phase III Consultant (the "Joint Phase III Consulting Agreement"). Garland agrees to provide a true and correct copy of any proposed Joint Phase III Consulting Agreement to Mesquite prior to the execution of such agreement. The Joint Phase III Consulting Agreement shall not exceed the maximum amount of \$500,000.00 and shall be subject to the review and approval of

Interlocal Agreement Between the City of Garland and the City of Mesquite

both Garland and Mesquite. If both Parties approve of the Joint Phase III Consultant and the Joint Phase III Consulting Agreement on or before December 31, 2015, Garland shall sign the Joint Phase III Consulting Agreement setting forth the consulting services to be provided to both Parties in connection with Phase III (the "Joint Phase III Consulting Services"). In the event a Joint Phase III Consulting Agreement is approved by both Parties and signed by Garland, Garland agrees that it will not agree to any change orders or amend or modify such agreement without the prior written consent of Mesquite. At any time prior to the selection by both Parties of a Joint Phase III Consultant or prior to the approval by both Parties of the Joint Phase III Consulting Agreement, either or both Parties may notify the other Party that such Party intends to enter into a separate agreement with a consultant selected solely by such Party to provide Phase III consulting services only to such Party (each a "Separate Phase III Consulting Agreement"). In the event either Party notifies the other Party of its intent to enter into a Separate Phase III Consulting Agreement, the other Party will discontinue any efforts to negotiate or execute a Joint Phase III Consulting Agreement.

3.04 Payment of Joint Phase III Consulting Services. Provided both Parties approve of a Joint Phase III Consultant and both Parties approve of the terms of a Joint Phase III Consulting Agreement, the Parties will share in the costs, fees, and expenses of the Joint Phase III Consulting Services as follows:

- (i) Mesquite will pay 100% of the costs, fees and expenses incurred in connection with Joint Phase III Consulting Services provided in connection with the Non-Shared Components owned by Mesquite, subject, however to the maximum amount to be paid by Mesquite as more fully set forth in Section 3.05 below;
- (ii) Mesquite will pay 50% of the costs, fees and expenses incurred in connection with Joint Phase III Consulting Services provided in connection with the Shared Components, subject, however to the maximum amount to be paid by Mesquite as more fully set forth in Section 3.05 below;
- (iii) Garland will pay 100% of the costs, fees and expenses incurred in connection with Joint Phase III Consulting Services provided in connection with the Non-Shared Components owned by Garland, subject, however to the maximum amount to be paid by Garland as more fully set forth in Section 3.05 below; and
- (iv) Garland will pay 50% of the costs, fees and expenses incurred in connection with Joint Phase III Consulting Services provided in connection with the Shared Components, subject, however, to the maximum amount to be paid by Garland as more fully set forth in Section 3.05 below.

3.05 Limitation on Joint Phase III Consulting Services. Notwithstanding anything contained herein to the contrary, the Parties agree that the maximum collective amount of all costs, fees and expenses to be paid by the Parties in connection with Joint Phase III Consulting Services [including, without limitation, costs, fees, and expenses incurred in connection with both Non-Shared Components and Shared Components, but excluding any attorney's fees paid by either Party] shall be the sum of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

3.06 Invoices for Payment of Joint Phase III Consulting Services. Garland agrees to make payments to the Joint Phase III Consultant in accordance with the payment and other terms of the Joint Phase III Consulting Agreement, subject to above Section 3.05. Mesquite shall reimburse Garland the percentages more fully set forth in Section 3.04 above, subject to the limitations set forth in Section 3.05. Such reimbursement shall be made by Mesquite to Garland within thirty (30) days following receipt of an invoice from Garland specifically describing by line item all costs, fees, and expenses charged and further containing sufficient information to identify whether each such cost, fee, or expense was incurred in connection with a Non-Shared Component owned by Garland, a Non-Shared Component owned by Mesquite, or a Shared Component. Garland shall further provide with such invoice evidence of the amount(s) paid by Garland to the Joint Phase III Consultant in connection with the invoice, together with a copy of the Joint Phase III Consultant's invoice to Garland, and any supporting documentation received by Garland from the Joint Phase III Consultant in support of such invoice. With each invoice presented to Mesquite,

Garland shall include a statement reflecting the collective amount paid to date by Garland and Mesquite for purposes of calculating the maximum amount to be paid for Joint Phase III Consulting Services pursuant to Section 3.05 above.

3.07 Payment of Separate Phase III Consulting Agreement. Each Party entering into a Separate Phase III Consulting Agreement shall be solely responsible for all costs, fees, and expenses incurred in connection with such agreement.

IV. PURCHASE AND INSTALLATION OF THE SYSTEM

4.01 RFP. Garland issued the RFP and received proposals from various vendors with respect to the purchase, installation, maintenance, and repair of the System. Both Parties shall have the option to participate in reviewing the proposals received in response to the RFP, in negotiating the best and final offer, and in selecting the Selected Vendor.

4.02 CSA for Shared Components. Both Parties will participate in negotiating the terms and conditions of the CSA. Garland agrees to provide a true and correct copy of the CSA to Mesquite prior to execution of the CSA. The CSA shall be subject to the review and approval of the governing bodies of both Garland and Mesquite. If the City Councils of both Cities approve of the terms of the CSA, Garland agrees to sign the CSA as “Buyer.” If the governing bodies of both Garland and Mesquite have not approved the terms and conditions of the CSA on or before December 31, 2015, either Party may terminate this Agreement by written notice to the other Party in which event neither Party hereto shall have any further rights or obligations hereunder except for those that specifically survive the termination of this Agreement. Garland agrees that it shall not agree to any change order in connection with the CSA or amend or modify the CSA or SMA without the prior written consent of Mesquite.

4.03 Non-Shared Components. The Parties acknowledge that each Party will enter into separate purchase agreements with the Selected Vendor relating to the purchase by each Party of hardware, software and all other components of the System to be located within each Party’s respective municipality and constituting Non-Shared Components of the System.

4.04 Invoices from the Selected Vendor and Selected Maintenance Vendor; Payments to Garland. The Cities understand and acknowledge that the Selected Vendor will be sending invoices with respect to the Shared Components to Garland as Buyer under the CSA and the Selected Maintenance Vendor will be sending invoices with respect to the Shared Components to Garland as Customer under the SMA. Garland agrees to deliver copies of each invoice received pursuant to the CSA and the SMA to Mesquite not later than three (3) business days following receipt of such invoice, together with any documentation received by Garland from the Selected Vendor or Selected Maintenance Vendor, as applicable, supporting such invoice. Garland shall timely pay all invoices to the Selected Vendor pursuant to the provisions of the CSA and to the Selected Maintenance Vendor pursuant to the provisions of the SMA (as applicable). Mesquite shall reimburse Garland for Mesquite’s portion of Shared Costs in the percentage set forth in Section 8.02 with respect to invoices received pursuant to the CSA and in the percentage set forth in Section 9.02 with respect to invoices received pursuant to the SMA (after application of funds in the Participant Fee Fund as more fully set forth in Section 9.02 below) within thirty (30) days following receipt by Mesquite of: (i) an invoice from Garland requesting payment by Mesquite of Mesquite’s portion of the Shared Costs reflected on such invoice (such invoice to include a statement of the amount of funds in the Participant Fee Fund, if any, to be applied to the payment of such invoice in accordance with Section 9.02 below); and (ii) evidence of the payment by Garland of such invoice to the Selected Vendor or Selected Maintenance Vendor, as applicable.

4.05 Disputed Invoices. If either City disputes any amount appearing on an invoice from the Selected Vendor or Selected Maintenance Vendor, the City disputing the invoice shall provide a written notice to the other City and the Selected Vendor or Selected Maintenance Vendor, as applicable, not later than ten (10) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A City disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a City shall, in fact, be determined to be due, the City disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments

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pursuant to the CSA or SMA, which amounts said City shall pay directly to the Selected Vendor or Selected Maintenance Vendor, as applicable.

V. RIGHT OF ACCESS

5.01 License to Enter, Access, Ingress, Egress and Use the System. Both Cities agree to reasonably cooperate with the Selected Vendor, the Selected Maintenance Vendor and the other City with respect to the installation, operation, maintenance, repair, and use of the System and agree to take such actions that are reasonable and necessary to ensure that the Selected Vendor is able to timely perform its obligations under the CSA and the Selected Maintenance Vendor is able to timely perform its obligations under the SMA. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, each City hereby grants to the other City a license to enter and access the property of the granting City including, without limitation, rights of ingress and egress over, across, upon and through the property of the granting City to the extent reasonable and necessary for the non-granting City to access and use the System and further grants to the non-granting City the right to enter and access including, without limitation, rights of ingress and egress over, across, upon and through those portions of the granting City's facilities and property on which any component of the System is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System. Both Cities further agree to grant the Selected Vendor and the Selected Maintenance Vendor, their employees, agents, and subcontractors a license to enter and access including, without limitation, rights of ingress and egress over, across, upon and through such City's facilities and property for the purpose of installing, inspecting, and testing the System and, as long as the SMA is in effect, for the purpose of operating, maintaining, repairing, and upgrading the System. Notwithstanding the foregoing, each City may enforce reasonable and necessary security measures with respect to access to the City's respective property and facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect the City's property and facilities, the health and safety of the City's employees, residents, citizens, and businesses, or to comply with applicable state and federal laws and regulations. In the event access to a City's facilities or property where any component of the System is located requires an escort or requires entry or access by an employee or representative of the other City, the City on whose property the component of the System is located shall provide, at said City's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by the other City. In the event this Agreement is terminated pursuant to Sections 2.02, 2.03 or 19.02 of this Agreement, the provisions of this Article V and expressly the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V shall expressly survive such termination provided, however, the license, rights of entry, and rights of access, ingress, egress and use of the System granted herein shall be limited in the event of such termination solely to the Shared Components of the System and to facilities and property where Shared Components of the System are located. The Parties specifically acknowledge that each Party is making substantial expenditures in connection with the purchase of the System in reliance on the licenses and rights of entry, access, ingress, egress and use of the System granted to such Party as more fully set forth in this Article V. The Parties expressly agree that the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V are irrevocable and coupled with an interest and shall not be terminated during the term of this Agreement and shall not be terminated during any period when the provisions of this Article V expressly survive the termination of this Agreement.

5.02 Enforcement of Rights of Entry, Access, Ingress, Egress and Use of the System. The Parties acknowledge that the System is being purchased by the Parties to provide emergency public safety services to the Cities' residents and that it is critical to both Parties to have continued and uninterrupted access to and use of the components of the System located in both Party's jurisdictions. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the licenses, rights of entry, access, ingress, egress and use of the System granted to each Party pursuant to Section 5.01 above shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance. The Parties further agree that in the event either Party fails to allow or interferes with the other Party's rights of entry, access, ingress, egress

or use of the System as more fully set forth in Section 5.01 above, the other Party shall have the right to enforce its license and rights of entry, access, ingress, egress and use of the System granted to such Party pursuant to Section 5.01 above immediately without waiting the ninety (90) day period for such failure to rise to a Default under the terms of this Agreement. The provisions of this Section 5.02 shall expressly survive the termination of this Agreement.

VI. ADMINISTRATION AND OPERATION OF THE SYSTEM

6.01 Governance Board. A Governance Board shall be established for the purpose of administering and operating the System. Operating procedures and administrative development of the System shall be the responsibility of the Governance Board. The Governance Board shall be comprised of three (3) representatives from each City, appointed by the respective City Manager of each City, and one (1) representative from an Infrastructure Participant, appointed by the City Manager of such Infrastructure Participant (hereinafter the "Governance Board"). The representatives appointed by the respective City Managers of each City shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the City that appointed such representative. Each representative appointed by an Infrastructure Participant shall serve a one year term and the position shall rotate between Infrastructure Participants annually. The first Infrastructure Participant member to serve on the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time the members of the Governance Board are initially appointed. Each succeeding appointment of an Infrastructure Participant member to the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time of the appointment that has not already appointed a representative to serve as a member on the Governance Board. If, at the time of any succeeding appointment to the Governance Board, all Infrastructure Participants have previously had representatives who have served as members of the Governance Board, the Infrastructure Participant with the largest citizen population will appoint a representative to serve on the Governance Board for the then current one year term and after serving such one-year term, that Infrastructure Participant shall not be eligible to appoint a member to the Governance Board until all other Infrastructure Participants existing at the time of the appointment have appointed members to serve second one (1) year terms. This process for appointing the Infrastructure Participant member to the Governance Board shall be repeated similarly for Infrastructure Participants appointing members to serve third, fourth and subsequent one (1) year terms on the Governance Board. All members of the Governance Board shall serve at the pleasure of the City appointing such member and may be removed from the Governance Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such member.

6.02 Adoption of Bylaws and Rules of the Governance Board. Subject to Section 6.03(i) below, the Governance Board shall adopt bylaws and rules governing its meetings and the conduct of business by the Governance Board no later than the earlier of: (i) the date the CSA is executed; or (ii) December 31, 2015.

6.03 Authority of the Governance Board. The Governance Board shall be authorized to:

- (i) Adopt bylaws and rules governing the meetings of the Governance Board and the conduct of business by the Governance Board subject to the following:
 - (1) a quorum of the Governance Board for the purpose of holding meetings and the transaction of business, including voting on any matters considered by the Governance Board, shall be five (5) members;
 - (2) the approval of any matter considered by the Governance Board shall require the affirmative vote of four (4) members of the Governance Board;
 - (3) no meeting of the Governance Board shall be held unless all members of the Governance Board have been given at least five (5) days prior written notice of the time and date of such meeting; and

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- (4) the bylaws and rules of the Governance Board shall provide that members of the Governance Board shall serve at the pleasure of the City appointing such members to the Governance Board and may be removed from the Governance Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.
- (ii) Adopt procedures relating to the operation and use of the System and the maintenance and repair of the Shared Components of the System;
- (iii) Establish the amount of Participant Fees to be paid by Infrastructure Participants and Non-Infrastructure Participants;
- (iv) Approve change orders or amendments to the CSA or SMA that do not require public funding and make recommendations to the respective Parties' governmental bodies of change orders or amendments to the CSA or SMA that require public funding;
- (v) Prepare and recommend an annual budget to the Parties on or before April 1st of each year relating to the operation, maintenance, and repair of the Shared Components for the next fiscal year;
- (vi) Make decisions regarding the operation and administration of the System that do not require public funding and make recommendations to the respective Parties' governmental bodies of System changes, upgrades, expenditures and other additional uses of the System that require public funding. Payment of public funds pursuant to the terms and obligations of this Agreement must be approved by the governing bodies or their designees of each of the Parties as required by their respective City Charters and ordinances; and
- (vii) Perform such other tasks and duties as the governing bodies of the Cities may from time to time mutually agree shall be performed by the Governance Board.

6.04 Technical Advisory Board. There shall be established a Technical Advisory Board comprised of a group of technical personnel selected to advise the Governance Board (hereinafter "Technical Advisory Board"). The Technical Advisory Board shall consist of two (2) representatives from each City, appointed by the respective City Managers of each City. Infrastructure Participants may also select up to two (2) persons to serve on the Technical Advisory Board provided, however, all representatives of Infrastructure Participants serving on the Technical Advisory Board shall have no authority to make any motions or to vote on any matter. All members representing the Parties and Infrastructure Participants on the Technical Advisory Board shall serve on the Technical Advisory Board until such member resigns in writing or is removed or replaced by the City Manager or the governing body of the City or Infrastructure Participant that appointed such representative. All members of the Technical Advisory Board shall serve at the pleasure of the City appointing such member and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such member.

6.05 Authority of the Technical Advisory Board. The Technical Advisory Board shall be authorized to:

- (i) Adopt bylaw and rules governing the meetings of the Technical Advisory Board subject to the following:
 - (1) a quorum of the Technical Advisory Board for the purpose of holding meetings and the transaction of business including voting on any matters considered by the Technical Advisory Board shall be three (3) voting members;
 - (2) the approval of any matter considered by the Technical Advisory Board shall require the affirmative vote of three (3) voting members of the Technical Advisory Board;

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- (3) all matters receiving the affirmative vote of three (3) voting members of the Technical Advisory Board and all matters resulting in a tie vote by the members of the Technical Advisory Board shall be presented to the Governance Board for review and consideration provided, however, the Governance Board shall be advised of whether the matter was approved or resulted in a tie vote by the Technical Advisory Board; and
- (4) the bylaws and rules of the Technical Advisory Board shall provide that members of the Technical Advisory Board shall serve at the pleasure of the City appointing such members to the Technical Advisory Board and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager or the governing body of the City appointing such members.
- (ii) Make recommendations to the Governance Board regarding technical standards for the operation of the System;
- (iii) Make recommendations to the Governance Board regarding the adoption or amendment of procedures relating to the operation and use of the System;
- (iv) Make recommendations to the Governance Board regarding maintenance, repair, and upgrades of the Shared Components of the System; and
- (v) Perform such other tasks as may from time to time be assigned by the Governance Board.

6.06 Limitations on Technical Advisory Board. Recommendations by the Technical Advisory Board shall not be effective unless and until approved by the Governance Board. All standards recommended by the Technical Advisory Board and approved by the Governance Board must be compatible with existing equipment of the System and may not violate any of the terms of this Agreement, any SMA or any other existing maintenance or hardware agreement.

6.07 Right to Access and Use System. Each City shall have the right to access and use the System in accordance with this Agreement and the procedures established by the Governance Board provided such City is not in Default of this Agreement. At no time shall the Governance Board be authorized to adopt any rule or procedure that conflicts with the terms or conditions of this Agreement, or prevents, hinders, obstructs, impedes, or inhibits a City from accessing or using the System as long as the City is not in Default of this Agreement.

VII. FUTURE USE OF SYSTEM BY PARTICIPANTS

All third parties who are serviced by the respective radio systems of Garland and Mesquite at the time of signing of this Agreement are eligible to participate as Participants in the System created by this Agreement provided (i) such third party executes and delivers a Participant Agreement to Garland or Mesquite; and (ii) such third party's participation in the System and the Participant Agreement executed by such third party has been approved by the Governance Board and the City Councils of both Garland and Mesquite. However, for purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects the Parties hereto, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity not a party hereto, notwithstanding the fact that such third person or entity may be in a contractual relationship with Garland or Mesquite, either individually or collectively; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owed by such third party to either of the Parties or to create any rights for the benefit of third parties, unless expressly provided herein.

VIII. OWNERSHIP INTERESTS OF THE PARTIES

8.01 Radio License Registration. Ten (10) FCC Licenses for the System will be registered to and held by Garland and six (6) FCC Licenses will be registered to and held by Mesquite. All licensing shall be in accordance

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with FCC standards. The Parties agree that during the Term of this Agreement, both Parties shall be jointly authorized to use the FCC Licenses registered to both Parties for the purpose of communicating through the System without compensation to the other Party.

8.02 Shared Components. Shared Components shall be jointly owned by the Parties in the following undivided interests:

Garland: 50% undivided interest; and
Mesquite: 50% undivided interest.

Nothing herein shall be construed as (i) granting a Party any interest in real property owned by the other Party or an Infrastructure Participant merely because a component of the System is located on or attached to the real property of a Party or Infrastructure Participant; or (ii) granting a Party an ownership interest in personal property paid entirely for and owned by the other Party or an Infrastructure Participant merely because said personal property constitutes a component of the System or the cost for operation, maintenance, or repair of the personal property constitutes a Shared Cost.

8.03 Non-Shared Components. Each Non-Shared Component shall be owned 100% by the Party paying for the purchase of such Non-Shared Component.

8.04 Infrastructure Components. The ownership of Infrastructure Components shall be determined as set forth in Participant Agreements entered into by one or both of the Parties with Infrastructure Participants.

8.05 Division of Shared Costs in Connection with Purchase and Installation of Shared Components. The Parties agree that the Shared Costs in connection with the purchase and installation of the Shared Components shall be allocated as follows:

Garland: 50%; and
Mesquite: 50%.

Each Party agrees to pay its share of the Shared Costs in connection with the purchase and installation of Shared Components in a timely manner in accordance with Section 4.04 above.

8.06 Payment of Non-Shared Costs in Connection with Purchase and Installation of Non-Shared Components. Each Party incurring costs with respect to the purchase and installation of Non-Shared Components has the sole responsibility to make payment to vendors providing equipment, services or facilities relating to the purchase and installation of such Party's respective Non-Shared Components of the System. Each Party agrees to pay all such Non-Shared Costs in a timely manner directly to the vendors with whom such Party contracts to provide such equipment, services or facilities. In no event shall either Party be held liable for debts incurred by the other Party in connection with any Non-Shared Costs owed by the other Party or as a result of expenditures made pursuant to this Agreement

IX. SYSTEM MAINTENANCE

9.01 Maintenance Agreement for Shared Components. Provided both Parties agree to a Selected Maintenance Vendor prior to the expiration of the warranty period on the Shared Components under the terms of the CSA, Garland will enter into a SMA with the Selected Maintenance Vendor to maintain the Shared Components of the System for a period of years agreed to by both Parties after acceptance of the System under the terms of the CSA and to provide infrastructure technical expertise and guidance to Mesquite and Garland personnel as well as repair and service of the Shared Components when the failure of the Shared Components is beyond the capabilities of the Garland Radio Shop. Garland and Mesquite will participate in the negotiation of the terms and conditions of the SMA. Garland agrees to provide a true and correct copy of the SMA to Mesquite prior to execution of the SMA. The SMA shall be subject to the review and approval of the governing bodies of both Parties and shall be entered into prior to the expiration of the warranty period on the Shared Components under the terms of the CMA. If the

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governing bodies of both Parties do not approve of the form of the SMA before the expiration of the warranty period on the Shared Components under the terms of the CSA, either Party may enter into a separate maintenance agreement covering the Shared Components at such Party's sole cost and expense. The costs associated with the SMA and the daily cost of the operation, maintenance, and repair of the Shared Components of the System will be shared between Garland and Mesquite in the percentages and as more fully set forth below. The SMA shall be itemized in detail in an Addendum executed by the Parties and attached to this Agreement after design review by the Selected Vendor.

9.02 Division of Shared Costs in Connection with Operation and Maintenance of the Shared Components.

The Parties agree that the Shared Costs in connection with the operation, maintenance, repair, and upgrades of the Shared Components of the System shall be allocated as follows:

Garland: 50%; and
Mesquite: 50%,

provided, however, all sums due under the terms of the SMA and all other costs and expenses incurred to operate, maintain, repair, and upgrade the Shared Components of the System shall be paid first out of the sums, if any, then existing in the Participant Fee Fund (less any operating reserve to be retained in the Participant Fee Fund in the amount approved by the Governance Board) with any remainder to be paid by the Parties in accordance with the percentages set forth in this Section 9.02.

9.03 Approval of Shared Costs in Connection with the Operation and Maintenance of the Shared Components. The Governance Board, after taking into consideration the recommendation of the Technical Advisory Board, will adopt procedures governing the operation and maintenance of the Shared Components of the System. All costs and expenses incurred to operate, maintain, repair, and upgrade the Shared Components shall be subject to review and approval of the Governance Board, provided, however, if any such expenditure is not covered by the SMA, such expenditure shall be subject to the prior approval of the governing bodies of the Parties or their designees.

9.04 Payment of Shared Costs in Connection with the Operation and Maintenance of the Shared Components. Shared Costs payable pursuant to the SMA shall be paid in accordance with Section 4.04 of this Agreement. Each Party agrees to pay any other Shared Costs in connection with the operation, maintenance, repair and upgrade of the Shared Components of the System which have been approved in accordance with the terms of this Agreement within thirty (30) days after being presented with an invoice by the other Party evidencing such other Party's payment of such invoice and sufficiently describing such Shared Costs. Any Shared Costs payable pursuant to this Section 9.04 shall first be credited with any funds then available in the Participant Fee Fund (less any operating reserve to be retained in the Participant Fee Fund in the amount approved by the Governance Board) as more fully set forth in Section 9.02 above.

9.05 Operation and Maintenance of Non-Shared Components. All costs and expenses of operating, maintaining, repairing and upgrading the Non-Shared Components shall be borne entirely by the Party that owns the Non-Shared Component. Each Party will be responsible for administering separate maintenance agreement(s) with vendor(s) or municipalities for the Non-Shared Components owned by each Party respectively. The Parties agree that, to the extent allowed by state law governing purchases made by municipalities, each Party shall pay their respective maintenance agreement, including the costs of mobile and portable radios, directly to such vendor or municipality with whom such Party has contracted for such services. The vendor or municipality will invoice each City separately. Each City may elect to pay per repair or enter into a comprehensive maintenance agreement with their selected vendor(s) or municipalities with respect to the Non-Shared Components of the System owned by such City.

9.06 Operation and Maintenance of Infrastructure Components. All costs and expenses of operating, maintaining, repairing and upgrading the Infrastructure Components shall be covered in Participant Agreements.

9.07 Participant Fee Fund. The Parties agree that there will be Infrastructure Participants and Non-Infrastructure Participants who receive beneficial use of the System although not a party, or 3rd party beneficiary, to this Agreement. The Parties agree to charge such Participants a reasonable fee, as set by the Governance Board, for this use and such fees shall be remitted to Garland to be held in trust for the benefit of both Parties to this Agreement. Garland shall establish an FDIC insured dedicated bank account designated solely for the purpose for collecting deposits of Participant Fees and paying costs and expenses in connection with the operation, maintenance, repair and upgrades of the Shared Components of the System (the “Participant Fee Fund”). Garland hereby covenants and agrees to deposit all Participant Fees received by Garland into the Participant Fee Fund. Garland further agrees that it shall not commingle any Participant Fees with any other Garland funds or bank accounts. Mesquite shall have the right at all times during the term of this Agreement to inspect and audit all deposits, checks and other records relating in any way to the Participant Fees and the Participant Fee Fund. Participant Fees shall be used only to pay expenses associated with the operation, maintenance, repair, and upgrade of the Shared Components of the System. If this Agreement is terminated by Garland for any reason other than a Default by Mesquite including, without limitation, if this Agreement is terminated by Garland pursuant to Sections 2.01, 2.02 or 2.03 of this Agreement, all funds in the Participant Fee Fund shall be transferred to Mesquite. Any funds in the Participant Fee Fund at the termination of this Agreement at the end of the Initial Term or any Renewal Term shall be divided with ½ to be paid to Mesquite and ½ to be retained by Garland. The provisions of this Section 9.07 shall expressly survive the expiration or termination of this Agreement.

9.08 Infrastructure Participants. All municipalities owning Infrastructure Components located within the municipality’s boundaries, such as a tower with communications repeaters and backhaul infrastructure connected to the System are considered to be Infrastructure Participants. The participation of all Infrastructure Participants will require approval by the Governance Board and the City Councils of both Cities. In addition, all Infrastructure Participants will be required to meet the minimum System requirements for site hardening, vendor maintenance agreements and reliability as defined by the Governance Board.

9.09 Additional Participants. The cities of Garland and Mesquite reserve the right to seek additional Participants from other local governments and political subdivisions of the State of Texas provided, however, no local government or political subdivision may participate in the System unless: (i) such local government or political subdivision has executed and delivered a Participant Agreement to Garland or Mesquite; and (ii) the participation in the System by such local government or political subdivision and the Participant Agreement executed by such local government and political subdivision has been approved by the Governance Board and the City Councils of Garland and Mesquite. The fees from all Participants including those Participants existing as of the execution date of this Agreement, and any additional Participants will be held in the Participant Fee Fund and used to support the operation, maintenance, repair, and upgrade of the Shared Components of the System.

9.10 Insurance on the Shared Components. In the event of any casualty or other damage or loss to the Shared Components, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Shared Components located within each Party’s respective jurisdiction. Prior to the date the risk of loss on the Shared Components is transferred to the Parties, each Party shall secure replacement cost “broad form” or “special form” property insurance insuring the Shared Components in such Party’s jurisdiction or self-insure the Shared Components located within each Party’s jurisdiction against damage and loss. Such insurance shall identify the other Party as a joint loss payee with respect to the Shared Components. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-insuring Party that such Party will repair or replace the Shared Components located within its jurisdiction at its sole cost and expense in the event of any damage or loss to the Shared Components within its jurisdiction.

9.11 Insurance on Non-Shared Components. In the event of any casualty or other damage or loss to the Non-Shared Components, each Party shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all Non-Shared Components owned by such Party. Prior to the date risk of loss to the Non-Shared Components is transferred to each Party respectively, each Party shall secure replacement cost “broad form” or “special form” property insurance insuring the Non-Shared Components owned by such Party or self-insure the Non-Shared Components owned by such Party against damage and loss. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by each self-

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insuring Party that such Party will repair or replace the Non-Shared Components owned by such Party at its sole cost and expense in the event of any damage or loss to the Non-Shared Components owned by such Party. Notwithstanding any other provision within this Agreement to the contrary, in the event of any casualty or other damage or loss to the Non-Shared Components, the Party owning such Non-Shared Components is under no obligation to repair or replace the Non-Shared Components where the failure to repair or replace such Non-Shared Components does not adversely affect the quality, efficiency, cost, or use of the System by any other Participant.

9.12 Right to Audit. Each Party agrees that representatives of the other Party shall have access to and the right to review, audit, examine, and copy any and all documents related to all expenditures made by the other Party in connection with the purchase, installation, operation, maintenance, repair and upgrade of the Shared Components of the System. All such audits shall occur after reasonable notice and during normal business hours at the offices of the Party whose records are being audited. The cost of the audit shall be borne by the Party conducting the audit. The provisions of this Section 9.12 shall expressly survive the expiration or termination of this Agreement.

X. ACQUISITION/DISPOSITION OF THE SYSTEM

Components of the System acquired under this Agreement by each Party must be acquired and disposed of in accordance with applicable law and the Parties' respective City Charters. Each Party's undivided interest in the Shared Components may not be assigned, transferred, sold, or otherwise disposed of without the prior written consent of the other Party, such consent to be within the sole discretion of the consenting Party. Any sale of a Party's undivided interest in the Shared Components shall be subject to this Agreement and the written agreement by the purchaser of such interest to assume and agree to perform all of the terms, provisions, and obligations to be performed by the selling Party under the terms of this Agreement. In the event of the collective sale of both Parties' undivided interests in the Shared Components (which sale shall require the consent of both Parties), the proceeds of the sale (after deducting reasonable expenses agreed to by the Parties incurred in connection with the sale) shall be divided fifty percent (50%) to Garland and fifty percent (50%) to Mesquite. Each Party paying for assets to be acquired or making any type of payment pursuant to this Agreement shall make such payments from current funds legally available to that respective Party. The provisions of this Article X shall expressly survive the expiration or termination of this Agreement.

XI. IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

XII. ASSIGNMENT AND SUBLETTING

Neither Party shall assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party, which consent may be withheld in the sole discretion of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of both Parties.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Garland and Mesquite and supersedes all prior negotiations, representations or agreements, either written or oral with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by both Parties. There are no oral agreements between the Parties.

XIV. NOTICES

All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving the other Party at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

Notices to Garland:

Garland Representative:

Chief Information Officer
City of Garland
1490 State Highway 66
Garland, Texas 75040
972-781-7205

With a copy to:

City Manager
City of Garland
200 N Fifth Street
Garland, Texas 75040

With a copy to:

City Attorney
City of Garland
200 N Fifth Street
Garland, Texas 75040

Notices to Mesquite:

Mesquite Representative:

Fire Chief
Mesquite Fire Department
1515 North Galloway Ave.
Mesquite, TX 75149
(972) 216-6267

With a copy to:

City Manager
City of Mesquite
1515 N. Galloway
Mesquite, Texas 75149

With a copy to:

City Attorney
City of Mesquite
1515 North Galloway Ave.
Mesquite, Texas 75149

XV. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officer 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. Both Garland and Mesquite are executing this Agreement pursuant to duly authorized action of their respective City Councils.

XVI. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

Interlocal Agreement Between the City of Garland and the City of Mesquite

XVII. VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action is necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

XVIII. INTERPRETATION OF AGREEMENT

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

XIX. DEFAULT AND REMEDIES LIMITATION ON LIABILITY

19.01 Default. A Party shall be in default of this Agreement if such Party fails to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for ninety (90) days after written notice by the non-defaulting Party to the defaulting Party (a "Default").

19.02 Remedies. Both Parties shall have the right to enforce the provisions of Section 5.01 of this Agreement by injunction and/or specific performance as more fully set forth in Section 5.02 of this Agreement. Additionally, upon the occurrence of a Default, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party and shall further have the right to exercise any rights and remedies available to such Party at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.

19.03 Effect of Termination of this Agreement Pursuant to Section 19.02. In the event either Party terminates this Agreement pursuant to Section 19.02 above, the following provisions shall apply:

- (i) The defaulting Party shall not be entitled to reimbursement from the non-defaulting Party for expenditures related to the purchase, installation, maintenance, or repair of the System paid by the defaulting Party prior to the date of termination; provided, however, the defaulting Party shall continue to own its undivided 50% interest in the Shared Components and shall continue to be entitled to its proportionate share of the net proceeds from the sale of any Shared Components as more fully set forth in Article X of this Agreement;
- (ii) The defaulting Party shall continue to be responsible for all financial obligations related to its share of Shared Costs incurred or accrued prior to the date of the termination;
- (iii) The defaulting Party shall, within thirty (30) days after written demand by the non-defaulting Party, reimburse the non-defaulting Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-defaulting Party to continue to access, use, maintain, and repair the Shared Components of the System, such as microwave realignment and licensing fees;
- (iv) Garland will receive the ten (10) 700 Mhz radio frequency channels from the System registered in the name of the City of Garland and Mesquite will receive the six (6) 700 Mhz radio frequency channels from the System registered in the name of the City of Mesquite;
- (v) All Non-Shared Components of the System shall continue to be owned 100% by the Party that purchased such Non-Shared Component;

- (vi) Infrastructure Components shall continue to be owned as more fully set forth in the Participant Agreement(s) between one or more of the Parties and the Infrastructure Participant(s); and
- (vii) The non-defaulting Party shall have the right after termination of this Agreement to continue to access, use, maintain, repair and upgrade the Shared Components (but not the Non-Shared Components) of the System located on property owned or leased by the defaulting Party without compensation to or interference by the defaulting Party, it being understood, acknowledged, and agreed by the Cities that, because of (1) the critical function of the System as originally designed and installed relative to providing communication across jurisdictional lines during events in which public safety mutual aid is provided between or among the Cities and (ii) the need to provide system redundancy to better ensure continued operation of the System in the event one or more of the Shared Components is temporarily non-operational, the continued use by the non-defaulting Party of the Shared Components located on property owned, leased, or licensed by the defaulting Party serves the public purpose of the defaulting Party.

19.04 Remedies Cumulative. The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

19.05 Limitation on Liability. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that neither Party shall be held liable for the acts or omissions of the other Party or for the acts or omissions of the other Party's agents, representatives or employees in the performance of this Agreement.

19.06 Survival. All provisions of this Article XIX shall expressly survive the expiration or termination of this Agreement.

XX. WAIVER

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

XXI. SUCCESSORS AND ASSIGNS

Each Party binds itself and its successors and assigns to the other Party to this contract. References in this Agreement to Garland and Mesquite whether individually or collectively, includes the successors and assigns of each of the respective Parties.

XXII. GOVERNMENTAL FUNCTION

The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

Interlocal Agreement Between the City of Garland and the City of Mesquite

**XXIII. NO PARTNERSHIP, JOINT VENTURE, AGENCY
OR EMPLOYER/EMPLOYEE RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties.

XXIV. HEADINGS

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

XXV. DUPLICATE ORIGINAL DOCUMENTS

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

XVI. TIME IS OF THE ESSENCE

The Parties agree that time is of the essence in the performance of this Agreement.

[Remainder of page intentionally left blank; Signature page to follow]

EXECUTED this _____ day of _____, 2015.

CITY OF GARLAND, TEXAS

BY: _____
Bryan Bradford
City Manager

APPROVED AS TO FORM:

Brian C. England, Deputy City Attorney

EXECUTED this _____ day of _____, 2015.

**CITY OF MESQUITE,
a Texas home rule municipality**

BY: _____
Ted Barron
City Manager

APPROVED AS TO FORM:

City Attorney or his designee

ACKNOWLEDGMENTS

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the ____ day of _____, 2015, by **BRYAN BRADFORD**, City Manager of the **CITY OF GARLAND, TEXAS**, a home-rule municipality, on behalf of such municipality.

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on the ____ day of _____, 2015, by **TED BARRON**, City Manager, of the **CITY OF MESQUITE**, a Texas home-rule municipality, on behalf of such municipality.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT “A”

Itemization of Non-Shared Components

(to be executed by the Parties and attached after design review by the Selected Vendor)

EXHIBIT “B”

Itemization of Non-Shared Costs

(to be executed by the Parties and attached after design review by the Selected Vendor)

EXHIBIT “C”

Itemization of Shared Components

(to be executed by the Parties and attached after design review by the Selected Vendor)

EXHIBIT “D”

Itemization of Shared Costs

(to be executed by the Parties and attached after design review by the Selected Vendor)



City Council Item Summary Sheet

☐ Work Session

Date: July 7, 2015

☒ Agenda Item

Memorandum of Understanding for Dallas County TechShare Program

Summary of Request/Problem

Collecting and sharing criminal justice information with the Dallas County District Attorney's Office occurs as in the normal course of business on individuals suspected of committing a crime. This Memorandum of Understanding between Garland Police Department and Dallas County will allow the Garland Police Department access to the County's TechShare Program (TSP) for electronic filing of criminal cases with the Dallas County District Attorney's Office. Currently cases are filed in paper hardcopy packets and must be personally delivered to the DA's office. Electronic filing will provide a means of filing criminal cases in digital format in a more expedient and efficient manner.

The City Council was briefed on this issue at the June 1, 2015 Work Session and directed staff to bring forth the item for their consideration.

Recommendation/Action Requested and Justification

It is recommended Council approve this Memorandum of Understanding / Interlocal Agreement to allow the Garland Police Department to move forward in the process of preparing for electronic criminal case filing. TSP allows for more expedient and efficient filing of criminal cases.

Submitted By:

**Mitch L. Bates
Chief of Police**

Approved By:

**Bryan L. Bradford
City Manager**

**MEMORANDUM OF UNDERSTANDING / INTERLOCAL AGREEMENT
("MOU/ILA")
AMONG PARTICIPATING LOCAL GOVERNMENTS
FOR CRIMINAL JUSTICE INFORMATION SHARING VIA
DALLAS COUNTY TECHSHARE PROSECUTOR ("TSP")**

**I.
PARTIES**

This MOU/ILA is entered by and among the undersigned participating local governments of the State of Texas ("Participating Local Government"), acting by and through their respective governing bodies and Dallas County, Texas ("Dallas County") on behalf of the Dallas County District Attorney's Office ("District Attorney"), pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code to share Criminal Justice Information ("CJI") through the Dallas County Techshare Prosecutor ("TSP"). The undersigned Participating Local Governments adopting this MOU/ILA upon a formal order of their respective governing bodies as provided for herein may be referred to in this MOU/ILA individually as "Party" and collectively as "Parties."

**II.
RECITALS**

WHEREAS, the Participating Local Government operates a local law enforcement agency ("LEA") within Dallas County, Texas which files criminal cases with the District Attorney for criminal prosecution;

WHEREAS, the local LEAs generate and compile Criminal Justice Information ("CJI") in their normal course of business on individuals suspected of committing a crime, and the LEAs desire to provide the compiled CJI to District Attorney for successful prosecution of criminal cases submitted to the District Attorney;

WHEREAS, this MOU/ILA is intended by the Parties to be in compliance with the Information Exchange Agreement requirement of the Federal Bureau of Investigation's Criminal Justice Information Services Security Policy version 5.3, as amended ("CJIS Policy");

WHEREAS, this MOU/ILA is specifically intended by the Parties to comply with the requirements of Section 5.1 of the CJIS Policy regarding Information Exchange Agreements;

WHEREAS, Dallas County, Texas in conjunction with District Attorney operate TSP to assist local LEAs with electronic filing of criminal cases and CJI through the LEAs access to TSP;

WHEREAS, Dallas County and the District Attorney desire to provide access to the LEAs at no cost to effectuate the efficient filing of criminal cases by the LEAs with the District Attorney;

WHEREAS, Participating Local Governments and their respective LEAs desire to electronically file their criminal cases and accompanying CJJ with District Attorney through TSP;

WHEREAS, "Data" shall mean criminal case information submitted to District Attorney by a LEA and the accompanying CJJ as defined by the CJIS Policy;

WHEREAS, this MOU/ILA, including all addenda, amendments, exhibits and attachments hereto, sets forth the policies, practices and responsibilities of the Participating Local Governments; and

WHEREAS, the Participating Local Governments recognize and agree to adhere to Dallas County's and the District Attorney's policies regarding use of TSP; and

WHEREAS, the Participating Local Governments, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies.

NOW, THEREFORE, in consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participating Local Governments approving this MOU/ILA agree as follows:

III.

PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

Any local government located within Dallas County, Texas may participate in this MOU/ILA with the mutual administrative approval of Dallas County and the District Attorney. Each Participating Local Government will be required to approve and agree to the terms and conditions of this MOU/ILA. The participation of additional Participating Local Governments shall not require the approval of other Participating Local Governments.

IV.

INCORPORATED DOCUMENTS AND AUTHORITIES

The following documents and authorities are incorporated by reference for all purposes and made a part of this MOU/ILA for all Participating Local Governments:

1. The Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.3, as amended ("CJIS Policy").
2. Title 28, Code of Federal Regulations, Parts 20 and 25
3. All applicable Texas and federal law.
4. All applicable Texas Department of Public Safety policies.
5. Exhibit A, General Security and Access Of Data Procedures.
6. Exhibit B, CJIS Security Addendum

V.
TERM AND WITHDRAWAL

- A. Unless otherwise stated, this MOU/ILA shall remain in effect from the time of its authorized signing until a termination by a Party occurs.
- B. A Participating Local Government may withdraw from this MOU/ILA at any time and for any reason by giving thirty (30) days prior written notice to the District Attorney. Dallas County and the District Attorney agree to provide the Participating Local Government with access to TSP at no charge during the term of this MOU/ILA. In the event of withdrawal or termination (voluntarily or involuntarily) by a Participating Local Government from this MOU/ILA, the Participating Local Government shall bear all costs and expenses related to this MOU/ILA and its withdrawal or termination. In no event, shall Dallas County nor the District Attorney be responsible to the Participating Local Government for any cost or expenses incurred in connection with this MOU/ILA.
- C. Immediate termination of this MOU/ILA and access to TSP shall occur for the Participating Local Government (including, without limitation, the Participating Local Government's LEA, employee, officer, subcontractor, agent, or volunteer), who violates any of the security and access provisions in effect for this MOU/ILA, in the sole discretion of the District Attorney, or who violates any policy, in the sole discretion of the District Attorney. Such Participating Local Government is responsible for correcting the security violation, and for any damages or cost incurred by the Parties as a result of such violation. That Participating Local Government may re-participate upon the District Attorney's discretionary administrative approval and after such violation has been corrected so as to prevent future and further violation of the security measures. In the event the District Attorney terminates this MOU/ILA with a Participating Local Government or its access to TSP pursuant to this Section V (C), no advance notice shall be required.
- D. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not constitute a withdrawal or termination by the Participating Local Government from any other interlocal government projects.
- E. The withdrawal or termination of a Participating Local Government from this MOU/ILA does not affect the validity of this MOU/ILA as to the remaining Participating Local Governments.

VI.
DATA OWNERSHIP, ACCESS, AND SECURITY

- A. Ownership of Data. It is the intention of the Parties that each Participating Local Government will remain the respective custodian and owner for the portion of the Data that it held by the LEA, unless expressly agreed in writing otherwise.

- B. Use and Disclosure of Data. The Parties acknowledge and agree that the Data shall not be used by the Parties other than in connection with the performance of this MOU/ILA, as required by law, or as contemplated by the Parties under this MOU/ILA. The LEA shall upload electronic copies of the Data into TSP upon filing a criminal case for prosecution with District Attorney. District Attorney will obtain the use of an electronic copy of the Data once the Data is uploaded to TSP by a local LEA. District Attorney shall not be required to obtain the Data independently of the LEA filing the case for criminal prosecution. Each Party shall be responsible for their individual compliance with the respective confidentiality and security requirements of: (1) the CJIS Policy, (2) Texas law, (3) and federal law with regard to the Data or copies of the Data in that Party's possession. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, unless such action is in compliance with the CJIS Policy, Texas law, and federal law.
- C. Responding to the Public's Requests for Information or Data. The Parties agree that the Data covered by this MOU/ILA is confidential under the CJIS Policy, Texas, and federal law. The Parties shall promptly forward any request for the Data covered by this MOU/ILA from a member of the public to their individual legal counsel to request an opinion by the Texas Attorney General pursuant to the Texas Public Information Act.
- D. Interfaces. Each Party is responsible for developing and maintaining its interfaces to the TSP system at each Party's sole cost and expense.
- E. Security and Access of Data.
- 1) Each Participating Local Government and their respective LEA must define and set security and access rules for itself that will limit access or use of the Data and TSP to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the attached Exhibit A.
 - 2) The Parties shall require their respective contractors or subcontractors who will have access or potentially have access to the Data covered by this MOU/ILA to execute the CJIS Security Addendum in accordance with the CJIS Policy Section 5.1.1.5. The CJIS Security Addendum is attached as Exhibit B to this MOU/ILA and incorporated herein by reference. The CJIS Security Addendum shall be executed by all Parties' contractors or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this MOU/ILA before obtaining access or potential access to systems processing, storing or transmitting the Data.
 - 3) All Parties to this MOU/ILA are responsible for their individual compliance with the Texas law, federal law, the CJIS Policy, and Texas Department of Public Safety policies, as amended.

- 4) Each Party shall be responsible for its individual compliance with all audit requirements pursuant to the CJIS Policy and the Texas Department of Public Safety's policies, as amended.
- F. Survival. The provisions of this Article VI shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

VII.

ACCESS TO TSP

- A. The District Attorney agrees to provide the Participating Local Government and their respective LEAs with access to TSP in compliance with all terms, conditions, and provisions stated herein (including the CJIS Policy) at no cost during the term of this MOU/ILA. Dallas County will provide appropriate passwords and reasonable assistance with technical difficulties experienced with TSP. Dallas County nor the District Attorney shall be required, however, to incur any debts, unbudgeted expenditures, or liabilities in providing access to TSP or resolving technical issues associated with TSP.
- B. Dallas County and each Participating Local Governments through their respective LEAs will each designate a single point of contact to resolve accessibility and technical assistance issues experienced with TSP.
- C. Dallas County and District Attorney; however, will not be responsible for resolving LEA's technical assistance issues.
- D. Each Participating Local Government certifies, warrants, and represents it is familiar with the CJIS policy and all applicable Texas and federal law.
- E. Limitation on Access. TSP and related resources that have been made accessible through this MOU/ILA shall only be used for the specific purpose under this MOU/ILA and shall not be made available to other persons or entities not a Party to this MOU/ILA. No party may license, sublicense, lease, sell, resell, transfer, assign, or distribute a resource, allow access, permit unauthorized disclosures, license the intellectual property being used under this MOU/ILA, or access TSP except as may be permitted by this MOU/ILA.
- F. Survival. The provisions of this Article VII shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

VIII.

WARRANTIES

No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data or access to TSP made available under this MOU/ILA. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness

for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU/ILA to the maximum extent permitted by applicable law.

Survival. This Article VIII. shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

IX. **NOTICE**

Any and all notices to be given under this MOU/ILA by a Participating Local Government shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the District Attorney at the addresses set forth on the signatory pages below or to such other addresses designated in writing by the Parties. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was so delivered or mailed.

X. **AMENDMENT**

This MOU/ILA may not be amended except in a written instrument specifically referring to this MOU/ILA and signed by the Parties hereto. Any modification, alteration, addition or deletion to the terms of this MOU/ILA which are required by changes in federal law, Texas law, the CJIS Policy, or the policies of the Texas Department of Public Safety are automatically incorporated herein without written amendment to this MOU/ILA and shall be effective on the date designated by said law or policy change.

XI. **CURRENT REVENUE**

The Parties hereby warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of each Party hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this MOU/ILA, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues and resources available to each paying Party. The Parties hereby warrant that no debt is created by this MOU/ILA.

XII. **FISCAL FUNDING**

The obligations of the Parties pursuant to this MOU/ILA are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this MOU/ILA without penalty in the event funds are not available or appropriated, if any. However, each Party shall be responsible for its individual costs and expenses incurred by participating in this MOU/ILA.

XIII.
APPLICABLE LAW

This MOU/ILA shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU/ILA shall be governed by and construed in accordance with the laws of the State of Texas. Sole and exclusive venue for any dispute, claim, or proceeding pursuant to this MOU/ILA shall lie in the courts of competent jurisdiction sitting in Dallas County, Texas.

XIV.
SEVERABILITY

In the event that one or more of the provisions contained in the MOU/ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the MOU/ILA shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this MOU/ILA, which shall remain in force and effect.

XV.
ASSIGNMENT

The Participating Local Government may not assign its respective rights and duties under this MOU/ILA without the prior written consent and/or approval of District Attorney. Any assignment attempted without such prior consent and/or approval by the District Attorney shall be null and void.

Survival. The provisions of this Article XV shall survive any termination, cancellation, withdrawal, or expiration of this MOU/ILA.

XVI.
ENTIRE AGREEMENT

This MOU/ILA, including any and all exhibits, attachments, and/or addendums incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter herein between the Parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. Each Party acknowledges that the other Parties, or anyone acting on behalf of the other Parties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this MOU/ILA, expressly or by incorporation.

XVII.
RESPONSIBILITIES

All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties

under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU/ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATORY PAGES SHALL FOLLOW]

XIX.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

COUNTY OF DALLAS

**DALLAS COUNTY
DISTRICT ATTORNEY**

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: ____/____/20____

Name: Susan Hawk

Title: Dallas County District Attorney

Date: ____/____/20____

Contact Name & Address: Susan Hawk
Dallas County District Attorney
133 N. Riverfront Blvd., LB 19
Dallas, Texas 75207
Phone: (214) 653-3600

APPROVED AS TO FORM*:

Susan Hawk
DISTRICT ATTORNEY

Randall Miller
Assistant District Attorney

*By law, the district attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a lease, contract, or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

XX.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

By signing this page, each Participating Local Government or Party represents that it has the full right, power and authority to enter and perform this *Memorandum Of Understanding / Interlocal Agreement (Among Participating Local Governments For Criminal Justice Information Sharing Via Dallas County Techshare Prosecutor* in accordance with all of the terms and conditions, and that the execution and delivery of this MOU/ILA has been made by an authorized representative of each Party to validly and legally bind the same Party to all terms, performances and provisions set forth in this MOU/ILA.

CITY OF GARLAND, TX

Name: Mitchel L. Bates

Title: Chief of Police

Date: June/1/2015

Contact Name & Address: Lieutenant Shawn Roten
Garland Police Department
1891 Forest Lane
Garland, Texas 75042
Phone: (972) 205-1630
Email: rotens@garlandtx.gov

EXHIBIT A

GENERAL SECURITY AND ACCESS OF DATA PROCEDURES

The following list serves as minimum requirements for the security and access of the Data via TSP pursuant to this MOU/ILA by the Participating Local Government.

- Each Participating Local Government (“PLG”) must actively take responsibility for the management and the security of its Data. Data sharing by a PLG via TSP will depend on adhering to professional standards, integrity, communication, and cooperation.
- Each PLG must establish review and approval procedures for Data relating to Incidents, Arrests, and Offenses.
- Each PLG is responsible for appropriate security measures as applicable to physical security of terminals and telecommunication lines utilizing TSP, technical security to protect against unauthorized use of TSP, security of the Data submitted through TSP, and dissemination of the Data not contained within TSP.
- Each PLG is responsible for the installation and maintenance of its interfaces to the TSP and for securing (256 bit encrypted or more) communications to TSP.
- Each PLG must establish review and approval procedures for its user access. Each PLG must assign a unique TSP ID and Password to each authorized user for purposes of an audit trail. Further, each PLG will be responsible for complying with all audit requirements for use of the Data and TSP pursuant to the CJIS Policy.
- Each PLG must ensure each user who submits Data to TSP has passed the appropriate background screening requirements as mandated by the Texas Department of Public Safety.
- Under each PLG’s highest local executive authority, the respective PLG’s TSP Administrator controls and maintains the user access to TSP. The TSP Administrator will:
 - Only authorize access to employees of PLG, and maintain a current list of authorized TSP users
 - Review and update all lists of authorized individual user’s access, roles, and permissions
 - Ensure PLG’s sensitive public integrity reports are correctly flagged and/or encrypted in TSP
 - Immediately cancel a user’s access to TSP when the user is no longer associated with PLG or is placed on administrative leave
 - Act as primary contact to Dallas County Help Desk and Dallas County’s contractor on access problems and / or application issues

- Act as the main contact for testing, support, update notification, testing of new releases, and production issues
- Organize all appropriate training as required by Texas Law, federal law, the CJIS Policy, and Texas Department of Public Safety policies for use of TSP and the Data
- Monitor TSP use and abuse by PLG's users

EXHIBIT B



City Council Item Summary Sheet

☐ Work Session

Date: July 7, 2015

☒ Agenda Item

Resolution Supporting the IH-635 East Legislative Delegation's Efforts

Summary of Request/Problem

At the July 6, 2015 Work Session, Council considered approving a resolution of the City of Garland supporting the IH-635 East Legislative Delegation's efforts regarding the development of IH-635 East and noise walls along the corridor.

Recommendation/Action Requested and Justification

Approve by resolution supporting the IH-635 East Legislative Delegation's efforts as presented at the July 6, 2015 Work Session.

Submitted By:

Approved By:

Bryan L. Bradford
City Manager

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GARLAND SUPPORTING THE IH-635 EAST LEGISLATIVE DELEGATION'S EFFORTS REGARDING THE DEVELOPMENT OF IH-635 EAST AND NOISE WALLS ALONG THE CORRIDOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Council of the City of Garland, Texas, has adopted resolutions supporting the development of the IH-635 East project (Res. No. 10152 and Res. No. 10201) and continues its support of the project;

WHEREAS, the IH-635 East Legislative Delegation was created to develop the IH-635 East project with the specific goal to have the project procured before the beginning of the 85th Legislative Session;

WHEREAS, the IH-635 East Legislative Delegation consists of ten members from the Dallas County Legislative Delegation:

Senator Bob Hall

Senator Don Huffines

Senator Van Taylor

Representative Cindy Burkett

Representative Angie Chen Button

Representative Eric Johnson

Representative Linda Koop

Representative Morgan Meyer

Representative Kenneth Sheets

Representative Jason Villalba

WHEREAS, the IH-635 East Legislative Delegation held its first meeting on June 16, 2015, in the City of Garland, at Richland College - Garland Campus and will have additional monthly meetings through the end of 2015;

WHEREAS, the IH-635 East Legislative Delegation discussed the need for the development of the eight additional noise walls along the IH-635 East corridor and urged TxDOT and the Regional Transportation Council (RTC) to develop the additional noise walls;

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

Section 1

That the City Council:

(1) Wholly supports the efforts and goals of the IH-635 East Legislative Delegation and will eagerly assist the delegation as requested for its duration;

(2) Wholly supports the accelerated development of the noise walls along the IH-635 East corridor as necessitated in the 2003 environmental approval, and commends the IH-635 East Legislative Delegation for its vision and foresight to have the noise walls constructed;

(3) Encourages the Regional Transportation Council and TxDOT to find the necessary funds to have the noise walls constructed along the corridor - specifically in Dallas and Mesquite - in order to improve the quality of life of the residents living along the corridor.

Section 2

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

PASSED AND APPROVED this the _____ day of July, 2014.

CITY OF GARLAND, TEXAS

Mayor

ATTEST:

City Secretary