

CITY OF SANTA FE
REGULAR COUNCIL MEETING
AUGUST 13, 2020 7:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS

A G E N D A

- I. Call to Order
- II. Roll Call
- III. Invocation and Pledge of Allegiance to the U.S. Flag and to the Texas Flag
- IV. Mayor's and City Manager's Report
 - a. Presentation and approval of minutes: 7/9/20, 7/21/20, 7/23/20, 7/29/20, and 8/3/20
- V. Citizens' Comments

(Any person with city-related business not on this agenda who has signed in may speak to the Council. Time is limited to three (3) minutes. In compliance with the Texas Open Meeting Act, the City Council may not deliberate on the comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.)
- VI. Planning and Zoning Business: None
- VII. City Business (Other):
 - A. Old Business: None
 - B. New Business:
 - 1. Consideration and possible action: Authorizing staff to solicit Requests for Qualifications (RFQ) for development of a Comprehensive Plan for the City of Santa Fe
 - 2. Discussion: Adoption, implementation, and enforcement of International Code Council 2018 Editions of the Fire and Construction Codes
 - 3. Consideration and possible action: Authorizing Mayor to execute Contract with the Galveston County Health District for water pollution control and abatement services for the fiscal year 2020/21
 - 4. Consideration and possible action: Authorizing City Manager to execute Texas Traffic Safety Program Grant Agreement for funding of the 2021 STEP Comprehensive Program for traffic enforcement activities

5. Consideration and possible action: Authorizing execution of Scholarship Agreement between College of the Mainland Foundation and the City for the Promise Program
6. Consideration and possible action: Amending city's mission statement and establishing a vision statement

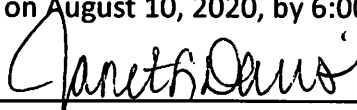
VIII. Announcements

- IX. Summary of action from this agenda;
Request for future agenda items;
Scheduling future meetings

X. Adjournment

The City of Santa Fe will make every reasonable effort to make its meetings accessible to persons with disabilities. Requests for accommodation services must be made prior to the meeting by contacting the City Secretary at (409) 925-6412.

I hereby certify this agenda was posted at Santa Fe City Hall on August 10, 2020, by 6:00 p.m.



Janet L. Davis, City Secretary

**CITY OF SANTA FE
REGULAR COUNCIL MEETING
JULY 9, 2020 7:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS**

MINUTES

The meeting was called to order at 7:06 p.m. by Mayor Jason Tabor.

Roll Call: Present: Mayor Jason Tabor
 Mayor Pro-tem Bill Pittman
 Councilmember Fidencio Leija
 Councilmember IV Hoke
 Councilmember Jason O'Brien
 Councilmember Corey Jannett

The invocation was given by Mayor Pro-tem Bill Pittman. The pledge of allegiance to the U. S. Flag and to the Texas Flag was led by Mayor Pro-tem Bill Pittman.

Mayor's and City Manager's Report:

- a. The minutes of 6/11/20 and 6/25/20 were approved as presented.
- b. City Manager Glen Adams presented the proposed 2020/21 general fund operating budget in the amount of \$5,891,096.
- c. Mayor Tabor presented Certificates of Recognition to departing employees of the Santa Fe Strong Resiliency Center staff Carol Gaylord, Delia Bahena, and Don White.

Citizens' Comments: None

Planning and Zoning Business: None

City Business (Other):

Old Business: None

New Business:

1. Consideration and possible action: Review small business financial assistance grant applications and award funding through the State of Texas Coronavirus Relief Fund

Mr. Fidencio Leija, Councilmember and President of the Santa Fe Economic Development Corporation, said the committee has reviewed the second round of small business assistance grant applications, and he thanked the committee members for their time given in support of our community. He said the committee qualified eleven applications and recommended funding in the total amount of \$62,250.51 to help the business community recover from the effects of the COVID-19 pandemic. Councilmember Leija said the committee determined the Santa Fe Youth Soccer was not eligible as a non-profit organization. Motion by Councilmember O'Brien, seconded by Councilmember Pittman to award funding for the small business financial assistance grant through the State of Texas Coronavirus Relief Fund to Nails 4 U for \$4,260.61, to Honey Bee Boutique for \$4,080.77, to Santa Fe Donuts for \$5,867.68, to Lonestar Pharmacy for \$10,000.00, to Blazin Tangles for \$3,626.08, to Doreck's Meat Market for \$10,000.00, to Grace Boutique for \$3,187.78, to Wagner Tree Farm for \$8,283.75, to Alternative Solutions Window Tint for \$1,796.44, to Hidden Palms for \$9,209.21, and to Chop Shop for \$1,938.19, as recommended by the Santa Fe Economic Development Corporation review committee. The motion passed the roll call vote unanimously.

2. Consideration and possible action: Authorizing execution of Contract between the City of Santa Fe and Innovative Alternatives, Inc. for delivery of mental health and trauma services

City Manager Glen Adams said the city is wanting to transition the mental health services currently offered at the Santa Fe Strong Resiliency Center to Innovative Alternatives under oversight by the city, specifically the Mayor and City Manager. Ms. Sharon Bayus of Innovative Alternatives was present and answered Councilmember Leija's questions about reporting procedures and frequency by stating that they would submit the required quarterly reports to the governor's office and they would also provide any reports requested by Council. She said there are 197 current clients being seen by Innovative Alternatives counselors. Ms. Bayus assured Council that their agency is familiar with the requirements of the governor's office as they have been a recipient of VOCA grant funds for 28 years. She said as a non-profit organization they plan to earmark any unearned funds throughout the term of our grant period to extend services to our community beyond the grant period until those funds have been completely earned. Ms. Bayus said they can make referrals to other programs as well, and they would also like to initiate Project SAVE which is a intervention program that can be offered through the school. She said they will continue to use the facility at Runge Park for a short time for office space and training sessions, and after three months they plan to review the cost to continue utilization of this facility. Motion by Councilmember Pittman, seconded by Councilmember Hoke to authorize execution of the Contract between the City of Santa Fe and Innovative Alternatives, Inc. for delivery of mental health and trauma services. The motion passed the roll call vote unanimously.

3. Consideration and possible action: Converting existing lease agreement with Skyway Towers for use of the property at 14303 Beriton for the wireless cellular tower facility to a Memorandum of Easement

City Manager Glen Adams said we have control of the lease agreement with Skyway Towers and we receive revenue for use of the city-owned property on Beriton for the wireless cellular tower. He said if we release the agreement and convert it to a memorandum of easement, then we would lose control of the property and long-term funding. Motion by Councilmember Pittman, seconded by Councilmember O'Brien to reject the offer to convert the existing lease agreement with Skyway Towers for use of the property at 14303 Beriton for the wireless cellular tower facility to a Memorandum of Easement. The motion passed the roll call vote unanimously.

4. Consideration and possible action: Authorizing City Manager to execute agreement with SAFEbuilt Texas LLC for plan review and inspection services

Community Services Director Diana Steelquist said she is looking for a solution to get help with inspection services, and this company can do plan review and related turn-key inspections for a set price. She said a basic trade inspection would not be financially advantageous but if they can do plan review and associated inspections, then our building would be available for other types of development activities and inspections. Ms. Steelquist said this is a short-term solution since we have not received any applicants for inspector, but we still need an additional full-time inspector. She said SAFEbuilt is familiar with our software program and can enter information and inspection activities into our system remotely. Ms. Steelquist said the contract term is 12 months, but we only would use them on an as-needed basis. Motion by Councilmember Leija, seconded by Councilmember O'Brien to authorize the City Manager to execute the agreement with SAFEbuilt Texas LLC for plan review and inspection services. Motion by Councilmember Pittman, seconded by Councilmember Hoke to amend the motion to allow execution of the agreement with SAFEbuilt Texas LLC for only turn-key plan review and associated inspection activities. The amended motion passed the roll call vote three to two. Those voting for: Councilmember Pittman, Councilmember Hoke, and Councilmember O'Brien. Those voting against: Councilmember Jannett and Councilmember Leija. The original motion passed the roll call vote four to one: Those voting for: Councilmember Pittman, Councilmember Hoke, Councilmember Leija, and Councilmember O'Brien. Those voting against: Councilmember Jannett.

5. Consideration and possible action: First reading of an ordinance amending Chapter 3, Construction Regulations, Code of Ordinances of the City of Santa Fe, Texas, Section 18, Supplementary Regulations to the building codes, amending the text to include a permit requirement for flatwork and fences over seven feet in height; providing for penalties and severability

Community Services Director Diana Steelquist said our building official knows concrete pours and in the past some of our citizens have gotten less than quality work. She said requiring flatwork permits and inspections would help to ensure quality work. Ms. Steelquist said she discussed this with the Planning and Zoning Commission and they recommended we include a size requirement. She said staff is recommending the ordinance be amended to require permits for flatwork over 200 sq ft. in size. Councilmember Pittman asked what would be our staff procedures and criteria requirements, including pavement standards and additional approach regulation. Mayor Tabor said we already have a very heavy workload so will creating more work prove beneficial for the community as a whole. Councilmember Hoke said we are already overworked in the building development area and we should not add more requirements until we have the staff to help. Motion by Councilmember Pittman, seconded by Councilmember O'Brien to table this item until we have another inspector on board and we have developed criteria for flatwork requirements. The motion passed the roll call vote unanimously.

6. Consideration and possible action: Adoption of a resolution revising the permit fee schedule for flatwork and fence permits as specified by Chapter 3, Building Regulations, Section 18, Supplementary Regulations to the Building Codes, Code of Ordinances of the City of Santa Fe, Texas

This item was skipped because the previous item to require permits for flatwork and fences was tabled.

7. Consideration and possible action: Authorizing replacement of culverts and driveway at 4200 Ave. J, Santa Fe, Texas, at a city expense of \$10,700

City Manager Glen Adams said this 2 ½ year old project has caused flooding for the neighbor. He said the existing culvert acts as a dam, and when he researched the project he discovered that the city had an approved drainage plan on file that was not followed because the drainage plan requiring a double row of culverts was never provided to the street department who installed the culverts. Mr. Adams added that the remainder of the drainage plan was not followed after the single row of culverts was installed and this is causing the neighbors upstream to flood. He said he feels it's now the city's responsibility to correct the problem. City Secretary Janet Davis said the city has upgraded other culverts under concrete driveways around the city, but we have only placed driveable material back over the top, leaving the concrete to the discretion of the homeowner. Council questioned the proposed costs to remedy the situation, but they feel the responsibility for the mistake should be shared between the city and the homeowner. Motion by Councilmember Hoke, seconded by Councilmember O'Brien to table this for further discussion with the homeowner about shared responsibility for the errors made when the original culverts were installed. The motion passed the roll call vote unanimously.

8. Consideration and possible action: Authorizing Mayor to execute letter to the Surface Transportation Board supporting preservation of the regulatory balance created by the Staggers Act allowing freight railroads to innovate, adapt and reinvest in the rail network

Mayor Tabor said cities with a rail have been asked to support preservation of the regulatory balance created by the Staggers Rail Act, and City Manager Glen Adams said the city's legal counsel recommended Council action before the Mayor executes a letter of support for the rail network. Motion by Councilmember Pittman, seconded by Councilmember Leija to authorize the Mayor to execute the letter to the Surface Transportation Board supporting preservation of the regulatory balance created by the Staggers Act allowing freight railroads to innovate, adopt and reinvest in the rail network. The motion passed the roll call vote unanimously.

9. Consideration and possible action: Appointment/reappointment of members to serve on the Library Advisory Board for a two-year term to expire July, 2022

City Manager Glen Adams said we have two positions on the Library Advisory Board expiring and current board members Linda Coyle and Doris Camp have indicated their willingness to continue to serve for another two-year term. Motion by Councilmember Pittman, seconded by Councilmember Hoke to reappoint Linda Coyle and Doris Camp as members to serve on the Library Advisory Board for a two-year term to expire July, 2022. The motion passed the roll call vote unanimously.

10. Consideration and possible action: Adoption of a resolution reviewing and approving the Code of Conduct for public officials and employees

City Manager Glen Adams said this is the annual review of the city's Code of Conduct for public officials and employees, and staff is not recommending any changes to the policy, other than updating the city contact information for the City Manager and the City Attorney. Motion by Councilmember O'Brien, seconded by Councilmember Pittman to adopt the resolution reviewing and approving the Code of Conduct for public officials and employees. The motion passed the roll call vote unanimously.

11. Consideration and possible action: First and final reading of an ordinance amending the budget for the fiscal year beginning October 1, 2019

Staff said this budget amendment was not ready and will be placed on a future agenda for consideration.

Announcements: City Manager Glen Adams announced the results of the recent T-shirt design contest. Mayor Tabor said the City Manager funded the prize money for the top three winners and he also purchased six shirts, one with each design submitted. Councilmember Leija said he has been asked by his constituents about upgrading the materials on the walking trail at the park. Councilmember Hoke said he has been asked about the process to obtain historical property designations.

Summary of action from this agenda, request for future agenda items, and scheduling future meetings
Councilmember Leija requested an update on the communications plan.

Motion by Councilmember Pittman, seconded by Councilmember O'Brien to adjourn. The motion passed and the meeting adjourned at 8:59 p.m.

JASON TABOR, MAYOR

ATTEST:

Janet L. Davis, City Secretary

**CITY OF SANTA FE
SPECIAL COUNCIL MEETING
JULY 21, 2020 7:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS**

MINUTES

The meeting was called to order at 6:00 p.m. by Mayor Jason Tabor.

Roll Call: Present: Mayor Jason Tabor
 Mayor Pro-tem Bill Pittman
 Councilmember IV Hoke
 Councilmember Jason O'Brien
 Councilmember Corey Jannett
 Councilmember Fidencio Leija

Also in attendance were City Manager Glen Adams, City Secretary Janet L. Davis, Police Chief Philip Meadows, Police Captain Robert Shores, Municipal Court Administrator Lisa Snider, City Marshal Robert Wood, Fire Marshal Tony Dauphine, Director of Administrative Services Stacey Baker, Community Services Director Diana Steelquist, and Building Official Marty Haley.

Workshop: Discussion of 2020/2021 general fund operating budget

City Manager Glen Adams opened the workshop stating that the city's policy recommends we maintain three months' operating expenses in reserve, so we would have approximately \$595,000 in flexibility in this proposed budget to consider funding one-time, non-recurring expenses. He also commented on the additional menu items which are areas that have been identified for funding either now or in the future when funds become available to sustain the expense.

Fire Marshal Tony Dauphine reviewed the proposed status quo budget and added that NFPA membership is necessary to update to the current fire codes.

Municipal Court Administrator Lisa Snider reviewed the proposed budget, including the final lease purchase payment on the marshal's vehicle and related equipment. She requested the prosecutor expenses be increased from \$13,860 to \$18,000 to cover anticipated municipal court proceedings when the court reopens under COVID precautionary measures, and she said the transaction fee expenses are covered by the fee charged to those that use the credit card service. City Marshal Robert Wood proposed adding a deputy marshal or two for traffic enforcement to help with the large influx of traffic in recent years. City Manager Glen Adams said we have plenty of speeders and we should be striving to change the behavior of drivers in order to protect the community and make it safer for residents. Councilmember Pittman asked why we cannot accomplish this with our current police force, and Chief Meadows said his department respond to many for calls for service, leaving little time for traffic enforcement. He said the police department currently participates in the STEP grant for traffic enforcement but the program is for a specific purpose and the funds are limited. Mr. Adams said staff is researching the benefits of becoming a court of record, and he said he is a proponent of additional training for our employees so they have the skill set to be successful in the job regardless of the situation.

Police Chief Philip Meadows reviewed the proposed budget including additional training funds from \$14,000 to \$20,000. He also reviewed the advantages of purchasing three additional fleet vehicles and related equipment now or replacing the entire fleet of eight plus two additional units and related equipment the following year through a five-year lease purchase arrangement. Chief Meadows said we also have six non-fleet vehicles utilized by the chief, captain, lieutenant, and investigators. He recommended we supply ammunition, in addition to the 100 round annual qualification, so each officer can become more proficient with their firearm. Councilmember Leija asked that we look into incentives to encourage police officers to reside within the community.

Director of Administrative Services Stacey Baker said additional training funds have been included in the proposed budget to cover the costs for civil service staff to attend the annual training in our region. She said the budget remains status quo with testing materials and legal expenses.

Motion by Councilmember Pittman, seconded by Councilmember O'Brien to adjourn. The motion passed and the meeting adjourned at 7:55 p.m.

JASON TABOR, MAYOR

ATTEST:

Janet L. Davis, City Secretary

**CITY OF SANTA FE
SPECIAL COUNCIL MEETING
JULY 23, 2020 7:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS**

MINUTES

The meeting was called to order at 6:01 p.m. by Mayor Jason Tabor.

Roll Call: Present: Mayor Jason Tabor
 Mayor Pro-tem Bill Pittman
 Councilmember IV Hoke
 Councilmember Jason O'Brien
 Councilmember Corey Jannett
 Absent: Councilmember Fidencio Leija, excused

Also in attendance were City Manager Glen Adams, City Secretary Janet L. Davis, Library Director Brenda Cheatham, Street Superintendent Billy Creppon, City Marshal Robert Wood, Director of Administrative Services Stacey Baker, Community Services Director Diana Steelquist, and Building Official Marty Haley.

Business:

a. Consideration and possible action: Review small business financial assistance grant applications and award funding through the State of Texas Coronavirus Relief Fund

City Manager Glen Adams said the committee has reviewed the third and final round of small business assistance grant applications and recommended funding in the total amount of \$63,725.49 to help the business community recover from the effects of the COVID-19 pandemic and this will exhaust funding under the CARES Act for this purpose. Motion by Councilmember Pittman, seconded by Councilmember Jannett to award funding for the small business financial assistance grant through the State of Texas Coronavirus Relief Fund to Julie's Nail and Spa for \$10,000.00, to Kennedy Demolition Contractors for \$10,000.00, to Gates Machine Shop for \$7,292.80, to Bayou City Plumbing for \$3,655.98, to Hometown Pest and Termite for \$4,812.76, to Santa Fe Floral for \$2,524.37, to Indian Automotive for \$10,000.00, to Jay Hicks Inspection Services for \$2,544.96, to Santa Fe Auto Parts for \$10,000.00, and to Texas State Optical for \$2,894.62, as recommended by the Santa Fe Economic Development Corporation review committee. Applications received from Murphy's on 6, Blues Bar and Grill, Chad and David Burgers #2, Fitness Bros, and Tobacco Mart were denied as funds under the program had been exhausted. The motion passed the roll call vote unanimously.

Workshop: Discussion of 2020/2021 general fund operating budget

City Manager Glen Adams explained certain revenue line items, specifically the telephone franchise projected loss of revenue due to the recent legislation permitting a cable company operator to pay either a cable franchise fee or a telephone franchise fee, but not both. He also said the projected revenue from municipal court is significantly down due to the court being closed because of the COVID pandemic. Mr. Adams said he has asked the Santa Fe Economic Development Corporation to review their payment to the city under the administrative services agreement because the workload of the city's staff position assigned to provide those services has increased over the years to about 40 percent. He also said a separate menu has been created to identify additional items for funding either now or in the future when funds become available to sustain the expense. Among those items are funds to have our city attorney present at the first council meeting of the month and an increase in the retirement match for city employees from 1 ½ to 1 to 2 to 1.

Library Director Brenda Cheatham said she has requested additional funding for system checks for the HVAC system and new carpet and paint for renovations to the existing library area. She said the library expansion is moving along and suggested we consider replacing the carpet at the same time the addition is being constructed. Ms. Cheatham also recommended funding an additional staff position to accommodate the additional space, and she announced her plans to retire after the new year.

Street Superintendent Billy Creppon reviewed the proposed street department budget, including his request to make the first payment on the purchase of a tandem-axle trailer with a winch to haul the paver and roller at the same time, replacing the current trailer which is inadequate for moving such a heavy load. He said funding for street improvements remains at a constant \$165,000 in addition to the street maintenance material budget at \$30,000. Mr. Creppon recommended increasing funding for storm sewers to upsize culverts, increasing drainage flow and capacity. He said the water truck will need to be replaced in the near future and the old excavator is intended to be sold either to a neighboring entity or at a public auction. Mr. Creppon strongly suggested we review wages paid to equipment operators to provide more competitive pay for those employees responsible for the daily operation of expensive machinery and equipment.

Community Services Director Diana Steelquist began review of the proposed budget for community services by reminding Council of the immediate need for an additional building inspector along with associated equipment, tools, and a vehicle for the new staff member. She requested additional funding for a generator maintenance agreement for the generator at city hall, new Adobe Pro software, funds to begin sidewalk repairs in the Castle Estates subdivision, and an increase in wearing apparel funding to provide uniform clothing for staff members in the field. She said of top priority is the development of a comprehensive plan to outline future growth potential of the city with initial funding of about \$250,000. Ms. Steelquist said she is requesting a bucket lift truck in the parks department for tree trimming, replacing parking lot lights and flags, and installing holiday banners. She said the street department could also utilize a lift truck for tree trimming in active rights-of-ways and alleys. Ms. Steelquist requested increased funding in overtime for personnel to lock and unlock park facilities and to check facility rentals following use. She recommended assigning supervisory responsibilities to the park grounds keeper job and a pay increase for this reclassification. Ms. Steelquist said she supports sponsoring the Heritage Festival and said we may release Runge Park if Innovative Alternatives chooses to locate the mental health services in a different facility. Ms. Steelquist said she is proposing to replace the a/c unit in the office area of the community center and stated that we need to replace the other two larger units as well. She proposed adding funding for storm windows for the community center, changing the outdoor lampposts to LED, and purchasing four additional tables and replacement flags.

City Secretary Janet Davis reminded Council that \$25,000 has been budgeted for the first payment toward the Tower Road Estates infrastructure when 25 percent of the subdivision has been built.

City Manager Glen Adams reviewed the menu item priority: 1) increased retirement match to 2 to 1; 2) additional building inspector and related equipment and vehicle; 3) development of a comprehensive plan; and 4) a deputy marshal and related equipment and vehicle. Other menu items in no priority are a 4th of July/New Year celebration event, Heritage Festival sponsorship/participation, a/c replacement at the community center and in the council chambers, a used bucket lift truck, additional police officer, police officer residential living stipend, new police vehicles, criminal investigation equipment and tools, additional library staff, engineering contract services with a future need for a regular staff position, attorney attendance at council meetings, and funding to support the therapeutic garden, specifically sprinklers and additional sod. Mr. Adams provided the current mission statement and vision along with suggestions for amendments to both for council consideration.

Council scheduled a third budget workshop for July 28, 2020, at 6 p.m. with a follow-up meeting tentatively scheduled for Monday, August 3, 2020.

Motion by Councilmember Pittman, seconded by Councilmember Hoke to adjourn. The motion passed and the meeting adjourned at 8:31 p.m.

JASON TABOR, MAYOR

ATTEST:

Janet L. Davis, City Secretary

**CITY OF SANTA FE
SPECIAL COUNCIL MEETING
JULY 29, 2020 7:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS**

MINUTES

The meeting was called to order at 6:01 p.m. by Mayor Jason Tabor.

Roll Call: Present: Mayor Jason Tabor
 Mayor Pro-tem Bill Pittman
 Councilmember IV Hoke
 Councilmember Jason O'Brien
 Councilmember Corey Jannett, excused from meeting at 7:30 p.m.
 Councilmember Fidencio Leija

Also in attendance were City Manager Glen Adams, City Secretary Janet L. Davis, Police Chief Philip Meadows, Police Captain Robert Shores, Municipal Court Administrator Lisa Snider, City Marshal Robert Wood, Director of Administrative Services Stacey Baker, Library Director Brenda Cheatham, Community Services Director Diana Steelquist, and Building Official Marty Haley.

Workshop: Discussion of 2020/2021 general fund operating budget

City Manager Glen Adams opened the workshop with a report from last night's Santa Fe Economic Development Corporation meeting when the Board of Directors agreed to provide funds to the city to help with the annual payment on the new excavator if the city would put that money towards drainage improvements. He said we have included the approximate \$40,000 contribution from the SFEDC as revenue in this proposed budget and have also included additional funding of \$40,000 in the street department for drainage operations. Mr. Adams updated Council on the changes made to the proposed budget based upon comments from the previous workshops, and he said the menu items are on the table for discussion and possible funding during the upcoming year. Council's priorities seemed to focus on additional pay increases for the equipment operators in the street department, an additional building inspector, a deputy marshal, and funds to complete the first phase of the therapeutic garden. Also discussed was funding for support of the Chamber's Heritage Festival and College of the Mainland's Promise Program. Discussion about development of a comprehensive plan was put on hold until the SFEDC is able to hold an election in May to request authorization from the citizens to expand the use of funding for projects other than streets, drainage, water and sewer. Council discussed the proposal to increase the retirement program to a 2 to 1 match for employees and the advantage of morale, retention, and the possibility to recoup training and development expenses was weighed against the recurring cost. Council also discussed replacing the entire police fleet of eight with two additional units beginning next year at an annual cost of about \$100,000 for the following five years. One-time expenses for replacement of the HVAC units at the community center and at city hall were strongly considered for funding during this upcoming budget year as well as equipment for the police department criminal investigation division. Next week's workshop will continue discussion of next year's funding, and the assessed property valuations and tax rate calculations will be reviewed.

Motion by Councilmember Pittman, seconded by Councilmember O'Brien to adjourn. The motion passed and the meeting adjourned at 7:55 p.m.

ATTEST:

JASON TABOR, MAYOR

Janet L. Davis, City Secretary

**CITY OF SANTA FE
SPECIAL COUNCIL MEETING
AUGUST 6, 2020 6:00 P.M.
COUNCIL CHAMBERS
12002 HWY. 6, SANTA FE, TEXAS**

MINUTES

The meeting was called to order at 6:01 p.m. by Mayor Jason Tabor.

Roll Call: Present: Mayor Jason Tabor
Mayor Pro-tem Bill Pittman
Councilmember IV Hoke
Councilmember Jason O'Brien
Councilmember Corey Jannett
Councilmember Fidencio Leija

Also in attendance were City Manager Glen Adams, City Secretary Janet L. Davis, Police Chief Philip Meadows, City Marshal Robert Wood, Director of Administrative Services Stacey Baker, Library Director Brenda Cheatham, Community Services Director Diana Steelquist, and Building Official Marty Haley.

Workshop: Discussion of 2020/2021 general fund operating budget

City Manager Glen Adams reviewed the changes made to the proposed budget based upon discussions from the previous workshop. He said this budget is in the amount of \$6,215,926 with a projected ending fund balance of \$2,121,451. Councilmember Pittman said he supports the increased retirement of 2 to 1, but in do so he reminded Council that this is a recurring commitment with an annual cost of about \$170,000. He requested that \$25,000 be added an as expense for contracted engineering services. He also said we wants to encourage the police department to slow the motoring public before he commits to hiring a deputy marshal for traffic enforcement. Chief Meadows said the department is back in full operation, with COVID precautionary measures, and the STEP program and other programs are being worked again. Councilmember Leija discussed safety aspects and other advantages of a deputy marshal. Mr. Adams recommended we hold off on adding the deputy marshal position to give the police department time to actively enforce traffic regulations and to give staff time to determine whether we can legally add a marshal for traffic enforcement since our police officers are covered by civil service and collective bargaining.

Council discussed the College of the Mainland Promise Program, and Ms. Jodi Gidley of College of the Mainland requested Council's financial support of the program. She said promise funds are applied to students' tuition and fees after any other financial aid is applied. Ms. Gidley added that information was provided on the economic benefits of this investment, and Council asked to restrict the city's program funds to recent graduates that are Santa Fe city residents. Fire Marshal Tony Dauphine asked if the funds would apply to dual credit and collegiate program students, but the answer was not at this time under this program but there may be other support available for those students.

Councilmember Pittman reiterated that he would like the comprehensive plan to be a future item for consideration once Council determines whether to seek proposals for such services and the proposed cost associated with development of a long-term plan.

Mr. Adams said the street department has been at the same level of street improvement funding for many years and we were able to pave about 4 miles of streets a few years ago but now we are only able to stretch that \$165,000 to about 1.6 miles. Council considered increasing funding to \$200,000 for street improvements to allow us to pave a little more next fiscal year.

Business:

a. Consideration and possible action: Discussion of calculated tax rates, determining tax rate to propose to fund upcoming budget, and scheduling public hearing if necessary

City Secretary Janet Davis reviewed the certified values and no new revenue rate of \$0.294043, consisting of a maintenance and operations rate of \$0.267366 and a debt service rate of \$0.026677. She said the no new revenue rate (formerly known as the effective tax rate) would generate property tax levy in the amount of \$2,424,646. She also explained that Council needs to determine a tax rate to propose and schedule a public hearing if the proposed rate will exceed the no new revenue rate. Ms. Davis said any increase above 3.5 percent requires voter approval at an election that would be held in November. Motion by Councilmember Hoke, seconded by Councilmember O'Brien to propose a rate of \$0.301455, a 3.5 percent increase in the no new revenue rate, and to schedule a public hearing for August 27, 2020, at 7 p.m. Councilmember Pittman said he is in favor of no increase, and Mayor Tabor said he supports a tax increase to ensure funding will be secure for our recurring commitments. Council discussed proposing an increase and holding a public hearing to hear from the citizenry about increased funding for street improvements and engineering expenses to help with drainage issues in our community. The motion passed the roll call vote four to one. Those voting for: Councilmember O'Brien, Councilmember Jannett, Councilmember Leija, and Councilmember Hoke. Those voting against: Councilmember Pittman.

Motion by Councilmember Pittman, seconded by Councilmember Jannett to adjourn. The motion passed and the meeting adjourned at 7:08 p.m.

ATTEST:

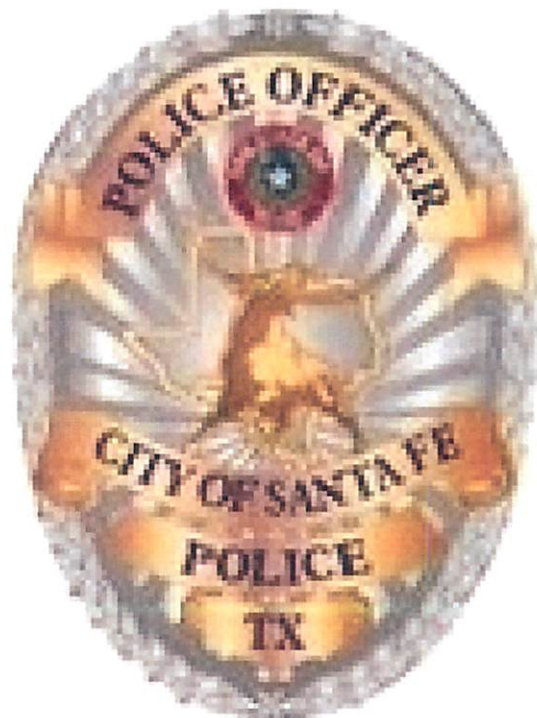
JASON TABOR, MAYOR

Janet L. Davis, City Secretary

**Santa Fe Municipal Court
Monthly Report
JULY 2020**

New Cases Filed	81
Revenue Collected Kept by City	\$10,072.23
Revenue Remitted to State	\$3,977.82
Total Revenue Collected Does not include Linebarger fees	\$14,050.05
Cases closed with non-cash credit Time served, community service, or indigent	7 valued at \$2,073.58
Warrants Issued	0
Warrants Cleared	48 valued at \$10,268.75
Warrant Amount Collected	\$8,205.17
Warrants Closed Non-Cash Time served	\$2,063.58
Total Cases Disposed	45
Linebarger Cases Cleared Collected	20
Amount Remitted to Linebarger	\$1,485.21

Santa Fe Police Department



MONTHLY REPORT

July 2020

PATROL DIVISION

Officer	CFS-P	CFS-BU	Misd	Felony	TS-P	Citations	Warnings	Rpts	Crashes	Avg. Resp. Time
Chief Meadows	0	0	0	0	0	0	0	0	0	0:00
Capt. Shores	0	3	0	0	0	2	0	0	0	0:00
Lt. Boody	0	2	0	0	0	0	0	0	0	1:16
Sgt. Enochs	15	35	0	0	1	0	0	1	0	9:33
Ofc. Butler	58	22	1	0	9	3	0	6	0	6:12
Ofc. Hensley	56	17	0	0	7	6	0	6	4	6:06
Ofc. Alvarez	54	20	2	1	9	1	0	13	1	16:21
Sgt. Garcia	25	48	1	0	2	1	1	3	1	3:52
Ofc. Simpson	47	30	0	0	2	2	0	12	4	7:04
Ofc. Cannon	40	15	0	0	2	2	0	6	0	5:28
PPO Odom	9	10	0	0	0	0	0	0	0	4:39
Sgt. Weiland	59	21	1	0	44	36	0	2	1	2:56
Ofc. Gray	26	11	0	0	3	2	0	7	3	11:08
Ofc. Carranza	74	37	1	0	3	3	0	12	4	6:54
Ofc. Price	38	18	0	0	3	3	1	2	1	7:32
Sgt. DeLeon	21	40	1	0	5	0	0	4	1	8:35
Ofc. Guyton	43	22	1	2	7	3	0	7	0	7:42
Ofc. Myers	12	32	0	0	0	0	0	3	0	5:25
PPO Rehm	39	40	0	1	0	0	0	9	1	6:54
Ofc. Danesi	78	27	0	5	28	3	2	8	0	7:26
Totals:	694	452	8	9	128	67	4	104	24	6:55

Legend: CFS-P/BU-Calls for Service Primary/Back-up/TS-Traffic Stops-Primary/Rpts-Reports

PPO Odom Phase 1 w/Sgt. Garcia.

Traffic Crash Analysis/TXDOT Web-Based C.R.I.S Crash Reporting System (Since 7-16-18)

Search Results (24 Crashes)

Web Crash ID...	Crash ID	Fatal...	CMV...	Crash Date...	City	County	Case ID	Source	Status
	17794853	No	No	2020/07/31	SANTA FE	GALVESTON	20-00003055	WEB	ETL COMPLE
	17795707	No	No	2020/07/29	SANTA FE	GALVESTON	20-0636	WEB	ETL COMPLE
	17789180	No	No	2020/07/28	SANTA FE	GALVESTON	20-0632	WEB	ETL COMPLE
	17787206	No	No	2020/07/26	SANTA FE	GALVESTON	20-0626	WEB	ETL COMPLE
	17787205	No	No	2020/07/25	SANTA FE	GALVESTON	20-0624	WEB	ETL COMPLE
	17787196	No	Yes	2020/07/24	SANTA FE	GALVESTON	20-0619	WEB	ETL COMPLE
	17787195	No	No	2020/07/23	SANTA FE	GALVESTON	20-0613	WEB	ETL COMPLE
	17787193	No	No	2020/07/23	SANTA FE	GALVESTON	20-0612	WEB	ETL COMPLE
	17782380	No	No	2020/07/23	SANTA FE	GALVESTON	20-0608	WEB	ETL COMPLE
	17782382	No	No	2020/07/23	SANTA FE	GALVESTON	20-0610	WEB	ETL COMPLE
	17796986	No	No	2020/07/21	SANTA FE	GALVESTON	20-0606	WEB	ETL COMPLE
	17782377	No	No	2020/07/20	SANTA FE	GALVESTON	20-0603	WEB	ETL COMPLE
	17778135	No	No	2020/07/18	SANTA FE	GALVESTON	20-0595	WEB	ETL COMPLE
	17787189	No	No	2020/07/17	SANTA FE	GALVESTON	200592	WEB	ETL COMPLE
	17778124	No	No	2020/07/17	SANTA FE	GALVESTON	20-0591	WEB	ETL COMPLE

Search Results (24 Crashes)

Web Crash ID...	Crash ID	Fatal...	CMV...	Crash Date...	City	County	Case ID	Source	Status
	17796986	No	No	2020/07/21	SANTA FE	GALVESTON	20-0606	WEB	ETL COMPLE
	17782377	No	No	2020/07/20	SANTA FE	GALVESTON	20-0603	WEB	ETL COMPLE
	17778135	No	No	2020/07/18	SANTA FE	GALVESTON	20-0595	WEB	ETL COMPLE
	17787189	No	No	2020/07/17	SANTA FE	GALVESTON	200592	WEB	ETL COMPLE
	17778124	No	No	2020/07/17	SANTA FE	GALVESTON	20-0591	WEB	ETL COMPLE
	17772844	No	No	2020/07/16	SANTA FE	GALVESTON	20-0589	WEB	ETL COMPLE
	17769485	No	No	2020/07/13	SANTA FE	GALVESTON	200580	WEB	ETL COMPLE
	17769480	No	No	2020/07/12	SANTA FE	GALVESTON	20-0576	WEB	ETL COMPLE
	17769435	No	No	2020/07/11	SANTA FE	GALVESTON	20-0574	WEB	ETL COMPLE
	17769487	No	No	2020/07/11	SANTA FE	GALVESTON	20-0572	WEB	ETL COMPLE
	17769421	No	No	2020/07/08	SANTA FE	GALVESTON	20-0559	WEB	ETL COMPLE
	17761896	No	No	2020/07/05	SANTA FE	GALVESTON	200551	WEB	ETL COMPLE
	17755972	No	No	2020/07/03	SANTA FE	GALVESTON	20-0544	WEB	ETL COMPLE
	17755974	No	No	2020/07/02	SANTA FE	GALVESTON	20-0541	WEB	ETL COMPLE

24 -Traffic Accidents for the month of July

July Vehicular Pursuits-1

Date	Time	Initiated by	Duration	Arrest(s)	Accident	Injury	# Officers	Within Policy
7-31-20	2217	Ofc. Alvarez	24 miles	Y	N	N	3	Y

July Use of Force Incidents-0

Date	Time	Force Type	Arrest	Within Policy
N/A				

CRIMINAL INVESTIGATIONS DIVISION

ACTIVE CASES-July

Det. Billy Klonaris	15
Det. Butch Pean	14
Det. Brian Tandy	17

CITY OF
SANTA FE

❖ FIRE MARSHAL'S OFFICE ❖

Monthly update

July was a busy month All of the school campuses were inspected to allow kids back into them. Reinspection's have been scheduled all items have been fixed. Both the school and I are trying to check the fire alarms a second time trying to limit interruptions with the beginning of the school year (both student and teacher). We issued 59 burn permits at a total income \$1295.00.

Fire Marshal City of Santa Fe TX

Anthony Dauphine

Anthony Dauphine

409-925-6412

tdauphine@ci.santa-fe.tx.us

MAE S. BRUCE LIBRARY

July 2020 Statistics

ITEMS CHECKED OUT:

	In-House:	Digital:	ILLs:	
Print: 1960		402	8	Juvenile:
Audio: 5		345		Inhouse - 1,170
Video: 153		0		Digital - <u>52</u>
Totals 2118		747	8	1,222

ILL = 8; ISL = 10; Total Borrowed = 18 ILL = 7; ISL = 3; Total Loaned = 10

TOTAL CHECK-OUTS: 2,865

ACCOUNTS: New: 32 Renewed: 15

INVENTORY (not including items marked lost-and-paid for or withdrawn or, uncataloged items such as magazines).

27,144 Cataloged items, valued at \$583,237.02

DOOR COUNT: 833 AVG #visits

Patrons saved \$ 24,139.35 by using the Public Library in July (YTD \$185,763.87)

PROGRAMS: 42 children / 1 / 2 adult

Views of PROGRAMS: 1,658 / 10 / 31

REFERENCE QUESTIONS: 91

MATERIALS USED IN-HOUSE: 33

MEMORIALS/HONORARIUMS: 0/0

VOLUNTEER HOURS WORKED: 00

COMPUTER USE:

In-house Computer log-ons (#patrons)	179
Remote (website only, not apps) log-ons	617
Guest WiFi log-ons	<u>66</u>
Total # log-ons	862

INCOME:	This Month	YTD
Fines: In-house	\$ 8.30	\$ 231.55
(#47210) On-line	05.40	68.60
Paypal fees	-00.43	- 5.81
Copies (#47430)	100.00	864.00
FAX24 commission (#47430)	0.00	00.00
FAXcards sold (508-9560)	25.50	101.75
LPF items (508-9526)		
In-house	00.00	165.00
On-line	00.00	99.00
LPF items Returned	-00.00	-10.00
Grants: (#47325)	00.00	00.00
Donations: (#47416)	00.00	150.00
Memorials: (#47415)	00.00	210.00
Honorariums: (#47415)	<u>00.00</u>	<u>00.00</u>
	<u>\$138.77</u>	<u>\$ 1,874.09 YTD</u>

TO: CITY MANAGER: GLEN ADAMS
FROM: STREET SUPERINTENDENT: BILLY CREPPON
DATE: AUGUST 2020.
SUBJECT: STREET DEPARTMENT MONTHLY REPORT FOR JULY

STREET MAINTENANCE:

- I Sixty nine streets or segments of streets were patched with asphalt. Some streets were patch multiple times.**
- II Pick up Debris and leaves out of ditches thru the city.**
- III 14th and Ave I remove 30' of 24'' culverts and replace with 42'' culvert.**

DRAINAGE:

- I EXCAVATED:**
 - 13th Street (480').**
 - Ave E1/2 (100').**
 - 13th Ave H (500').**
 - 4th Street (533').**
 - 8th Street (1.157')**
 - Clark Street (300').**
 - Ave J (250').**
 - Ave Q (600')**
- PAVING;**
 - Paved Shady Ln (1504').**

- II A total of 228' linear feet of new culverts were set for citizens.**
- III A total of 40' linear feet of culverts were reset to correct drainage.**
- IV We washed out the culverts along the ditches that were dug.**
- V We cleaned out culvert entrances throughout the city as needed.**

MOWING:

**The Street Dept. yard was mowed and trimmed.
Mowed in section of the city ditches #4 #5 and in section # 6 now.**

MISCELLANEOUS:

- I Cut down and hall off tree at Clark and Ash.**
- II Cut down and pick up tree on 15th Street.**
- III 14th Ave I set 30' of corrugated pipe.**
- IV 5618 West Bellaire put crush concrete in driveway.**
- V Got Shady Ln. ready to pave.**
- VI We pick up (16) dead animals.**
- VII {54} traffic control signs were repaired or replaced in the city.**
- VIII Work with D.D.1 clean out ditch between Cherry and Clark.**
- IX**
- X**
- XI**

PROJECTIONS FOR AUGUST:

- I We will continue working on drainage projects.**
- II We will be continuing servicing and making repairs as needed to the mowers.**
- III We will continue Patching Streets thru the month.**
- IIII**

GALVESTON COUNTY HEALTH DISTRICT

Protecting and Promoting the Optimal Health and Well-Being of Galveston County

Ben G. Raimer, MD
Chair, United Board of Health

Philip Keiser, MD
Local Health Authority



Kathy Barroso, CPA
Chief Executive Officer

July 7, 2020

Mr. Glen Adams
City Manager
City of Santa Fe
PO Box 950
Santa Fe, Texas 77510

Dear Mr. Adams:

Enclosed please find the FY2021 Water Pollution Control and Abatement Contract between the City of Santa Fe and the Galveston County Health District. Should you wish to propose revisions to this Contract, please notify me by phone or via email. Please note that the total amount of the Contract has **decreased** for the 2021 fiscal year.

Following your review and approval, please have your municipality's designated official sign the contract and remit an original copy by mail to: Galveston County Health District, Environmental Services, PO Box 939, La Marque, Texas 77568 or via email to kwilson@gchd.org

Once we receive the signed original copy, we will fully execute the contract and return a copy for your records. Should you have any additional questions or concerns, please feel free to contact me at 409-938-2310.

Sincerely,

A handwritten signature in black ink that reads 'Katie Wilson'.

Katie Wilson
Water Pollution Services Manager
Galveston County Health District

/KW

Enclosures

Public Health Services · Coastal Health & Wellness · Emergency Medical Services · Animal Resource Center

The Galveston County Health District (GCHD) is the local public health agency for Galveston County, Texas. GCHD provides services and programs that protect the everyday health and well-being of Galveston County.

P.O. Box 939 La Marque, Texas 77568 • (409) 938-7221

www.gchd.org



Contractual Agreement
For the
City of Santa Fe

THE STATE OF TEXAS	§
	§
COUNTY OF GALVESTON	§
	§
CITY OF SANTA FE	§

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (hereinafter "CITY"), with its principal office at 12002 State Highway 6, Santa Fe, Galveston County, Texas 77510 and the Galveston County Health District, Office of Environmental Health Programs (hereinafter "PERFORMING PARTY"), with its principal office at 9850-D Emmett F. Lowry Expressway, Texas City, Galveston County, Texas 77591.

WITNESSETH

WHEREAS, the Interlocal Cooperation Act of the State of Texas provides that political subdivisions of the State may contract or agree with another local government to perform governmental functions and services in accordance with the provisions of the Act; and

WHEREAS, the PERFORMING PARTY and the CITY have agreed to contract water pollution control and abatement services; and

WHEREAS, the PERFORMING PARTY organized the Water Pollution Control and Abatement Program in 1972 and is charged with performing water quality monitoring and pollution abatement activities for Galveston County and its contracted political subdivisions, and is supported through the county general fund and contracted political subdivision contributions; and

WHEREAS, the CITY is a member of the Galveston County Health District and responsible for the quality of the water within its jurisdiction and has elected to contract for water quality services with the PERFORMING PARTY.

NOW, THEREFORE, for and in consideration of the mutual covenants expressed herein, the parties agree as follows:

ARTICLE I

STATEMENT OF SERVICES

The PERFORMING PARTY agrees to perform the following services for the CITY as indicated by a check mark for each activity:

Investigations - Complaint Response

- (1) The PERFORMING PARTY will respond to all water quality related complaints within jurisdictional limits of the CITY whether received from a citizen or referred by employees of the CITY, as expeditiously as possible.
- (2) The PERFORMING PARTY will document each and every complaint received. Documentation will include information relative to the nature of the complaint, investigative findings, corrective actions taken, and enforcement actions, if necessary.
- (3) The PERFORMING PARTY will protect from disclosure information regarding the identity of a complainant to the extent allowed by the Texas Public Information Act, Govt. Code Chapter 552. In the event that information, which tends to identify a complainant, is requested pursuant to the Texas Public Information Act, the PERFORMING PARTY will seek to protect that information through a request for opinion from the Legal Services Division of the County of Galveston.
- (4) The PERFORMING PARTY will immediately coordinate with the CITY as necessary, in regard to action to when responding to any complaints deemed reasonably substantial in terms of concentration, duration, or potential health impacts.
- (5) In cases posing or potentially posing imminent and substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize its authority to seek enforcement action(s) through the court systems in Galveston County.
- (6) The PERFORMING PARTY will cooperate with both state and federal agencies, as necessary; however, the PERFORMING PARTY will function independently under the scope of this AGREEMENT and will not serve as state or federal agents.

Source Inspections - Publicly Owned Treatment Works (POTW)

- (7) The PERFORMING PARTY will conduct a scheduled comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. The inspection will be consistent with the most current version of the POTW inspection protocol currently used by the Region 12 Texas Commission on Environmental Quality (TCEQ) Water Quality Section. The comprehensive inspection will include the collection of an influent and effluent sample. The collected samples will be split with the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory.
- (8) The PERFORMING PARTY will conduct a scheduled non-comprehensive compliance inspection(s) at any or all POTWs within the jurisdictional boundaries of the CITY. This non-comprehensive inspection will include the collection of an influent and effluent sample. The collected samples can be split amongst the appropriate wastewater treatment plant personnel and the contracted NELAC accredited laboratory for testing.
- (9) The PERFORMING PARTY will immediately coordinate with the CITY, when responsive action through the inspection process yields test results substantial in terms of concentration, duration, and/or potential health impacts.

Source Inspections - Grease Traps

- (10) The PERFORMING PARTY will conduct one (1) unannounced inspection at identified grease traps associated with Galveston County Health District permitted food establishments within the jurisdictional boundaries of the CITY.
- (11) The PERFORMING PARTY will immediately coordinate with the CITY, as necessary, on action to respond to any problems identified during the inspection process that are substantial in terms of concentration, duration, or potential health impacts.
- (12) In cases which violate any rule, regulation, law or ordinance or any case which may present an imminent and

substantial danger to the health and welfare of persons or the environment, the PERFORMING PARTY may utilize their authority to seek enforcement action(s) through the court system.

Sample Local Waterways (Surface Water Sampling)

- (13) The PERFORMING PARTY will assure routine monitoring stations are sampled. Routine sampling typically includes field measurements, routine water chemistry and bacteriological analysis. The objectives of monitoring these parameters are to determine impacts of point and nonpoint sources, and detect and describe spatial and temporal changes. The monitoring of field measurements also provides complementary information necessary for evaluating chemical and biological data.
- (14) The PERFORMING PARTY will provide, upon request, a map to the CITY specifying the locations of all of the surface water sampling sites located within the jurisdictional boundaries of the CITY.
- (15) The PERFORMING PARTY will submit all surface water samples to laboratories performing analysis that are routinely audited by their primary National Environmental Laboratory Accreditation Program (NELAP) accrediting body to evaluate the laboratory's compliance with the current NELAC Institute (TNI) Standard.
- (16) The PERFORMING PARTY will conduct investigations based upon results of surface water sampling results. The PERFORMING PARTY will review all sampling results to identify waterways that may be adversely impacted. The purpose of such investigations is to detect and eliminate sources of water pollution.

ARTICLE II

REPORTING

The PERFORMING PARTY agrees to provide reports to the CITY pertaining to investigations, inspections, surface water testing at known or potential sources of water pollution located within the jurisdictional boundaries of the CITY.

A. Monthly Reports

A summary report of progress specifying the number and type of activities conducted for the month and a list of activities approved for the month to include sources investigated by name and type of investigation. The PERFORMING PARTY will submit the monthly report to the CITY by the seventh (7th) calendar day following the end of the month.

B. Annual Reports

The PERFORMING PARTY shall submit an annual summary of its activities within the CITY's jurisdiction completed during the fiscal year. A final draft of said summary will be due no later than the last day of January. A draft will be submitted to representative of the CITY for review prior to finalization. The annual report will provide a summary of all activities listed in this contract. Upon request, the PERFORMING PARTY will provide to the CITY a list of all facilities with state permitted discharges within the CITY's jurisdictional boundaries.

ARTICLE III

MEETINGS AND COMMUNICATION

Either party may request an "ad-hoc" meeting throughout the contract term, as necessary. The meeting can be the forum used to distribute and discuss annual summaries, contracts, other pertinent information, and to discuss any concerns identified by the PERFORMING PARTY. Communication can be conducted via email, phone, virtual meeting, etcetera.

ARTICLE IV

EMPLOYEE TRAINING

The PERFORMING PARTY agrees to assure the proper training of its staff and shall remain responsible for ensuring that staff is sufficiently qualified to perform any and all designated tasks that could foreseeably arise under the scope of this AGREEMENT.

ARTICLE V

COMPENSATION

For and in consideration of the services (Article I) to be rendered by the PERFORMING PARTY, the CITY shall pay, and the PERFORMING PARTY shall receive, compensation as hereinafter negotiated based on the amount of services chosen in Article I, Statement of Services (see Attachment A, Contract Pricing). All remittance by the CITY for such compensation shall either be mailed or delivered to the PERFORMING PARTY's principle office.

Compensation for all services rendered by the PERFORMING PARTY under the scope of this AGREEMENT shall be made to the PERFORMING PARTY by the CITY in accordance with the following terms:

Partial payments for services rendered by the PERFORMING PARTY shall be submitted quarterly to the PERFORMING PARTY and within thirty (30) days of the CITY's receipt of their quarterly statement. Final payment for services shall be due upon completion of these services.

ARTICLE VI

TERMINATION

In connection with all the services outlined under the scope of this AGREEMENT, the CITY or the PERFORMING PARTY by providing written notice to the other party at least thirty (30) days prior to the date of the desired termination. Upon receipt of the contractual termination to the other party, all work being performed under this AGREEMENT shall immediately cease, unless such work can be completed within the thirty (30) days prior to the official date of termination.

Further, the PERFORMING PARTY shall be compensated in accordance with this AGREEMENT for all work provided to the date of the AGREEMENT's official termination.

All completed or partially completed reports prepared under this AGREEMENT shall be delivered to the CITY, which the CITY may subsequently use without constraint.

All rights, duties, liabilities and obligations accrued prior to such termination shall survive termination.

ARTICLE VII

ASSIGNMENT AND SUBCONTRACTS

This AGREEMENT shall not be assigned or subcontracted in whole or in part without the written consent of the CITY.

ARTICLE VIII

NOTICES

All notices and communications under this AGREEMENT to be delivered to the CITY shall be sent via traditional postage, unless otherwise notified:

Attention: Glen Adams
City Manager
City of Santa Fe
PO Box 950
Santa Fe, Texas 77510

All notices and communications under this AGREEMENT to be delivered to the PERFORMING PARTY shall be sent traditional postage, unless otherwise notified:

Attention: Katie Wilson
Water Pollution Services Manager
Galveston County Health District
Office of Environmental Health Programs
PO Box 939
La Marque, Texas 77568

Article IX

INSURANCE

During the entirety of this AGREEMENT, the PERFORMING PARTY shall maintain, and shall require its subcontractors to maintain:

- (1) Adequate general liability insurance for bodily injury and property damage in amounts satisfactory to the CITY; and,
- (2) Worker's compensation coverage for all of the PERFORMING PARTY'S employees.

The PERFORMING PARTY agrees to indemnify and hold the CITY harmless from and against any and all courses of legal action resulting from or arising out of the PERFORMING PARTY'S failure to maintain adequate general liability insurance or worker's compensation coverage as required by this AGREEMENT or as required by governing law.

ARTICLE X

EMPLOYMENT PRACTICES

The PERFORMING PARTY agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, disability or national origin. The PERFORMING PARTY agrees to comply with the Immigration Reform and Control Act of 1986 and the Americans with Disabilities Act of 1990. The CITY encourages the PERFORMING PARTY to provide equal opportunity to historically disadvantaged business enterprises if and when the PERFORMING PARTY is to subcontract services under the scope of this AGREEMENT.

ARTICLE XI

REPRESENTATION

The PERFORMING PARTY represents that no CITY officer, employee or agent has been compensated in any way with respect to this AGREEMENT and its consideration by the CITY. In no event will the PERFORMING PARTY pay a fee or provide any other form of compensation to any CITY officers, employees or agents in connection with the approval or performance of this AGREEMENT or terms herein. A breach of this ARTICLE shall result in automatic termination of the AGREEMENT and in accordance with this AGREEMENT. The CITY may use all reports prepared under this AGREEMENT as provided in ARTICLE VI, TERMINATION. Additionally, the PERFORMING

PARTY shall be liable for all damages to the CITY occasioned by a termination under this Article.

ARTICLE XII

PRIOR AGREEMENTS SUPERSEDED

This AGREEMENT constitutes the sole terms and conditions permissible of the parties hereto in regard to pertinent matter and supersedes any prior understanding, oral or written agreements between the parties regarding the subject matter of this AGREEMENT.

ARTICLE XIII

GOVERNING LAW

The validity of this AGREEMENT and any terms or provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.

ARTICLE XIV

LAWS AND ORDINANCES

The PERFORMING PARTY shall at all times observe and comply with all federal, state and local laws, ordinances, rules, regulations and orders of any public authority, which in any manner affect this AGREEMENT.

ARTICLE XV

VENUE

In the event that any legal proceeding is brought to enforce this AGREEMENT, or any provision hereof, Galveston County is the venue for said action.

ARTICLE XVI

AMENDMENT

This AGREEMENT shall not be amended without the written consent of the other party. The City Manager or designee has the authority to make amendments to this AGREEMENT without subsequent City Council approval.

ARTICLE XVII

TERM OF AGREEMENT

This AGREEMENT shall be effective October 1, 2020 and shall continue in full force until September 30, 2021, but upon the CITY's determination, may be extended by written agreement. All payments and liabilities accrued prior to termination shall survive the termination.

IN WITNESS WHEREOF, the parties acting under the authority of their respective governing bodies have caused this AGREEMENT to be executed in several counterparts, each of which is deemed to be an original and as of the day and date first written above.

**GALVESTON COUNTY HEALTH
DISTRICT**

CITY OF SANTA FE

Kathy Barroso, CPA
Chief Executive Officer

Jason Tabor
Mayor

Date

Date

Attachment A: Contract Pricing

City of Santa Fe October 1, 2020 - September 30, 2021			
Activity	Number of Units	Cost per Unit	Total Cost
Complaint Investigations Flat Rate-Per Capita 2010 Census	12,222	\$0.31	\$3,789
Wastewater Treatment Plant Inspection (Spot)	0	\$0	\$0
Wastewater Treatment Plant Inspection (CCI)	0	\$0	\$0
Source Inspections - Grease Traps	0	\$0	\$0
Surface Water Sampling (collect and lab testing)	6	\$503	\$3,018
Total			\$6,807

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: City of Santa Fe Police Department

Legal Name: City of Santa Fe

Payee Identification Number: 17420172953003

Project Title: STEP Comprehensive

ID: 2021-SantaFe-S-1YG-00130

Period: 10/01/2020 to 09/30/2021

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2020.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

CFDA Number: **20.600**
CFDA Title: **State and Community Highway Safety Grant Program**
Funding Source: Section **402**
DUNS: **785632241**
FAIN:
18X9204020TX21
69A37521300004020TX0

Project Title: **STEP Comprehensive**
This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2020** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2021** unless terminated or otherwise modified.

Total Awarded: **\$14,484.87**
Amount Eligible for Reimbursement by the Department: **\$11,464.20**
Match Amount provided by the Subgrantee: **\$3,020.67**

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

Subgrantee Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen-and-paper signature.

Name:

Title:

Date:

TxDOT Signature

By checking this box, I agree to use electronic signatures. Furthermore, I confirm that I have signature authority to execute this document and it is an electronic representation of my signature for all purposes when I use it on documents, including legally binding contracts—just the same as a pen and paper signature.

Name:

Title:

Date:

FOR REVIEW ONLY - NOT A LEGAL DOCUMENT

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

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

ARTICLE 1. COMPLIANCE WITH LAWS

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

ARTICLE 2. STANDARD ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

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based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

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

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

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

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

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

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

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

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

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

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

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

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

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has

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If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

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

ARTICLE 4. LIMITATION OF LIABILITY

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

ARTICLE 5. AMENDMENTS

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

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

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

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

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

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

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

ARTICLE 7. REPORTING AND MONITORING

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

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performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

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

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

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

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

ARTICLE 8. RECORDS

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

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

ARTICLE 9. INDEMNIFICATION

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

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damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

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

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

ARTICLE 10. DISPUTES AND REMEDIES

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

ARTICLE 11. TERMINATION

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

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

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

ARTICLE 12. INSPECTION OF WORK

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

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

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

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

ARTICLE 15 GRATUITIES

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

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

ARTICLE 16. NONCOLLUSION

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

ARTICLE 17. CONFLICT OF INTEREST

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

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to

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perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

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

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

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

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

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

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

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

ARTICLE 21. SUCCESSORS AND ASSIGNS

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

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

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

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

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

The State highway safety agency-

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

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Contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

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

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

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

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

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

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

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

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

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

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

the USDOT may determine to be appropriate.

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

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

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

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

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

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

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

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

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the

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certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

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

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

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

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

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

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

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

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a

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

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

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

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

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

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

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

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

Instructions for Lower Tier Participant Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

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in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

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

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

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

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

B. The Subgrantee agrees that it shall:

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

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money.

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The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

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

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

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

ARTICLE 28. SINGLE AUDIT REPORT

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

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

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

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

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

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

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

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

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

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

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

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

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

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

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

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RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend grant related training as requested by the Department

D. Attend meetings according to the following:

1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for grant related activities.

2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement..

G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested, is for work exclusively related to this project.

H. Ensure that this grant will in no way supplant (replace) funds from other sources.

Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

I. Ensure that each officer working on the STEP project will complete an officer's daily activity report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, Enforcement Zone identifier, mileage (including starting and ending mileage), hours worked, type of warning or citation issued or arrest made, officer and supervisor signatures.

J. All STEP agencies must provide the following provision in all daily activity report forms:

"I understand that this information is being submitted to support a claim against a federally-funded grant program. False statements on this form may be prosecutable under 18 USC.

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under grant program. False statements on this form may be prosecutable under FCPS 1001. This information on this form is true, correct, and complete to the best of my knowledge and ability."

The above language should be added to the activity reports immediately above the signature lines of the officer and supervisor.

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

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

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

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

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

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

Revised: 11/07/2017

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
1. review of periodic reports
 2. physical inspection of project records and supporting documentation
 3. telephone conversations
 4. e-mails and letters
 5. quarterly review meetings
 6. eGrants
- B. Provide program management and technical assistance.
- C. Attend appropriate meetings.
- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.
- E. Perform an administrative review of the project at the close of the grant period to:
1. Ascertain whether or not the project objectives were met
 2. Review project accomplishments (performance measures completed, targets achieved)
 3. Account for any approved Program Income earned and expended
 4. Identify exemplary performance or best practices

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GOALS AND STRATEGIES

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.

Strategies: Increase and sustain high visibility enforcement of traffic safety-related laws.
Increase public education and information campaigns regarding enforcement activities.

Goal: To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities

Strategy: Increase and sustain high visibility enforcement of DWI laws.

Goal: To increase occupant restraint use in all passenger vehicles and trucks.

Strategy: Increase and sustain high visibility enforcement of occupant protection laws

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

Strategy: Increase and sustain high visibility enforcement of speed-related laws.

Goal: To reduce intersection-related motor vehicle crashes, injuries, and fatalities.

Strategy: Increase and sustain high visibility enforcement of Intersection Traffic Control (ITC) laws.

Goal: To reduce Distracted Driving motor vehicle crashes, injuries, and fatalities.

Strategies: Increase and sustain high visibility enforcement of state and local ordinances on cellular and texting devices.

Increase public information and education on Distracted Driving related traffic issues.

I agree to the above goals and strategies.

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BASELINE INFORMATION

Baseline Definition: A number serving as a foundation for subgrantees to measure pre-grant traffic enforcement activity. Baseline information must be provided by the subgrantee in order to identify local traffic enforcement related activity. This information should exclude any activity generated with STEP grant dollars. Once the baseline is established, these figures will be used to compare subsequent year's local and grant traffic enforcement activity.

Note: Baseline data used must be no older than 2017.

Baseline Year (12 months) **From 11/1/2018 To 11/1/2019**

<u>Baseline Measure</u>	<u>Arrests/Citations</u>	<u>Written Warnings</u>	<u>KA Crashes</u>
Driving Under Influence (DUI)	80	0	2
Speed	396	352	2
Safety Belt	4	45	2
Child Safety Seat	0	0	
Intersection Traffic Control (ITC)	93	107	3
Distracted Driving Citations	0	0	0
Other Elements	569	432	0

If you have additional attachments, provide them on the "Attachments" page.

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LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number	Not Applicable
Reduce the number of Driving Under Influence (DUI) crashes to	0	
Reduce the number of Speed-related crashes to	1	
Reduce the number of Safety Belt-related crashes to	0	
Reduce the number of Child Safety Seat-related crashes to		X
Reduce the number of ITC-related crashes to	1	
Reduce the number of Distracted Driving related crashes to		X
Number of Enforcement Hours	305	

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

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

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PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	5
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	5
c. Conduct community events (e.g. health fairs, booths)	2

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OPERATIONAL PLAN

Zone Name : Zone 1

Zone Location : North city limits on FM 646 N, South from 2nd St. to SH6.

Zone Hours :

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/951033_337651-2021STEP-](https://www.dot.state.tx.us/apps/egrants/_Upload/951033_337651-2021STEP-CompGrantZone1.pdf)
(attach) CompGrantZone1.pdf

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OPERATIONAL PLAN

Zone Name : Zone 2

Zone Location : From SH6, South on FM 646 S to the 7300 block of FM 646 S.

Zone Hours :

Zone Heat Map : [https://www.dot.state.tx.us/apps/egrants/_Upload/951036_337651-2021STEP-](https://www.dot.state.tx.us/apps/egrants/_Upload/951036_337651-2021STEP-CompGrantZone2.pdf)
(attach) CompGrantZone2.pdf

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BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	\$11,464.20	\$430.00	\$11,894.20
(200)	Fringe Benefits:	\$0	\$1,556.95	\$1,556.95
	Sub-Total:	\$11,464.20	\$1,986.95	\$13,451.15
Category II - Other Direct Costs				
(300)	Travel:	\$0	\$0	\$0
(400)	Equipment:	\$0	\$0	\$0
(500)	Supplies:	\$0	\$0	\$0
(600)	Contractual Services:	\$0	\$0	\$0
(700)	Other Miscellaneous:	\$0	\$0	\$0
	Sub-Total:	\$0	\$0	\$0
Total Direct Costs:		\$11,464.20	\$1,986.95	\$13,451.15
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	\$0	\$1,033.72	\$1,033.72
Summary				
	Total Labor Costs:	\$11,464.20	\$1,986.95	\$13,451.15
	Total Direct Costs:	\$0	\$0	\$0
	Total Indirect Costs:	\$0	\$1,033.72	\$1,033.72
Grand Total		\$11,464.20	\$3,020.67	\$14,484.87
	Fund Sources (Percent Share):	79.15%	20.85%	
Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.				

SANTA FE OPENING DOORS PROMISE SCHOLARSHIP AGREEMENT
between
COLLEGE OF THE MAINLAND FOUNDATION
and
the CITY OF SANTA FE, TEXAS

This Project Agreement (this "Agreement") is entered into as of this 24th day of August 2020 by and between College of the Mainland Foundation ("Foundation"), a Texas nonprofit corporation and the City of Santa Fe, Texas. The Foundation and the City of Santa Fe are collectively referred to herein as "Parties."

WHEREAS, College of the Mainland benefits local businesses and industries including those located in Santa Fe, Texas by increasing consumer spending in the region and supplying a steady flow of qualified, trained workers into the workforce. College of the Mainland's estimated total annual impact is \$260 million in added income or 3,116 supported jobs;

WHEREAS, the Foundation was established to provide financial support to College of the Mainland and its students in part to fulfil its purposes set forth in TEX. EDUC. CODE §130.003(e);

WHEREAS, the Foundation has established a scholarship program entitled the "Santa Fe Opening Doors Promise Scholarship" to provide Santa Fe, Texas students access to education and training vital to compete and fill jobs needed by industries in Santa Fe, Texas which will further enhance the economic impact of Santa Fe, Texas;

WHEREAS, the City of Santa Fe desires to make certain payments to the Foundation to fund the project as herein defined in order to enhance economic development in Santa Fe, Texas;

WHEREAS, the Foundation desires to accept the payments to fund the project under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

1. Background

- 1.1 The Foundation is a Texas not-for-profit exempt from taxation under the provisions of § 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), in order to further the charitable intent established by the board of directors of the Foundation.
- 1.2 The parties desire the payments under the terms of this Agreement to be made in compliance with all of the applicable provisions of the Code and accompanying Treasury Regulations governing charitable organizations formed in accordance with the Code, as interpreted and applied by the Internal Revenue Service.

2. Payment(s)

- 2.1 The City of Santa Fe hereby agrees to remit payments totaling THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000) ("Payment(s)") to the

Foundation as set forth in this Agreement. The Payments will be made as follows:

TEN THOUSAND AND NO/100 DOLLARS (\$10,000) due and payable on or before Aug 24, 2020;

TEN THOUSAND AND NO/100 DOLLARS (\$10,000) due and payable on or before Aug 24, 2021; and

TEN THOUSAND AND NO/100 DOLLARS (\$10,000) due and payable on or before Aug 24, 2022.

3. Project Criteria

3.1 The purpose of the Payments is to support the Santa Fe Opening Doors Promise Scholarship for up to six student graduates residing in Santa Fe per year for up to five years per this investment (the "Project") and for no other purpose other than as set forth in paragraph 3.3.

3.2 The Foundation agrees that the Payments received from the City of Santa Fe and all amounts earned by investing such Payments (hereafter "the Fund") shall be used by the Foundation only for the Project. The Foundation agrees to hold, invest and manage the Fund in accordance with the investment policies of the Foundation and as provided for in this Agreement.

3.3 The Fund consists of irrevocable current and future monies given by the City of Santa Fe to the Foundation. Unless otherwise indicated, a Santa Fe Opening Doors Promise Scholarship of mandatory tuition and fees will be awarded as a "last dollar scholarship" (financial aid from federal, state or other sources will be applied to a student's tuition and fees *before* any funds from this donation will be applied) in the fall, spring, and possibly summer semesters beginning in the fall of 2021 and continuing through the spring 2024 or until the Fund balance is depleted. If a student has successfully completed at least 12 credit hours in the fall, a spring award will be re-awarded to the student. This continues if the student maintains full-time attendance status (fall, spring) and maintains an annual grade point average (GPA) of 2.0.

3.4 The criteria for awarding a Santa Fe Opening Doors Promise Scholarship shall be as follows:

Recipient Requirements:

3.4.1 Be recent Santa Fe high school graduates who enroll in the immediate fall or spring semester at College of the Mainland and who reside in the City of Santa Fe at the time of application;

3.4.2 Enroll in any occupational or academic major at College of the Mainland; and

- 3.4.3 Complete College of the Mainland application and Free Application for Federal Student Aid (FAFSA)/Texas Application of State Financial Aid (TASFA).

4. Notices

- 4.1 All notices, requests, demands and other communications under this Agreement shall be in writing, shall be addressed as follows, and shall be deemed to have been duly given on the date of delivery:

City of Santa Fe:

City Manager
City of Santa Fe
PO Box 950
Santa Fe, Texas 77510
(409) 925-6412 Phone

To the Foundation:

Executive Director
College of the Mainland Foundation
1200 N. Amburn Road
Texas City, Texas 77591
(409) 933-8508 Phone
(409) 933-8409 Facsimile

Either party may change its address for purposes of this Section 4 by giving the other party written notice of the new address in the manner set forth above.

5. Foundation Obligations; Right to Audit

- 5.1 The Foundation agrees to strictly comply with all terms and conditions of the this Agreement with respect to use of the Payments, and to pay City for any repayments, penalties, or interest incurred as a result of Foundation's failure to comply with all terms and conditions of this Agreement. Payments spent in non-compliance with this Agreement are subject to recapture for return to the City.
- 5.2 Foundation shall create a separate, segregated account solely for holding and disbursing the Payments.
- 5.3 If Payments are deposited into an interest-bearing account or otherwise invested, the Foundation must treat all interest earned and all proceeds of investment as if it were Payments received from City and use it exclusively as authorized under this Agreement.
- 5.4 Foundation grants City and any of its duly authorized representatives the right to timely and unrestricted access to any Foundation records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations,

excerpts, transcripts, and to substantiate the use of the Payments under this Agreement. Foundation shall furnish all records to authorized City representative at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to Foundation's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of records related to any audits and examinations.

5.5 Foundation shall pay City's reasonable and necessary attorney's fees and costs if City is required to undertake litigation against Foundation to enforce the terms of this Agreement and the City prevails in litigation.

6. **Miscellaneous**

6.1 This Agreement and the agreements and instruments to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof and supersede and discharge all prior agreements (written or oral) and negotiations and all contemporaneous oral agreements concerning such subject matter and negotiations.

6.2 Unless expressly agreed in writing by the applicable party, neither the failure of nor any delay by any party to this Agreement to enforce any right hereunder or to demand compliance with its terms is a waiver of any right hereunder. No action taken pursuant to this Agreement on one or more occasions is a waiver of any right hereunder or constitutes a course of dealing that modifies this Agreement.

6.3 No waiver of any right or remedy under this Agreement shall be binding on any party unless it is in writing and is signed by the party to be affected. No such waiver of any right or remedy under any term of this Agreement shall in any event be deemed to apply to any subsequent default under the same or any other term contained herein.

6.4 No amendment, modification or termination of this Agreement shall be binding on any party hereto unless it is in writing and is signed by the party to be charged.

6.5 The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective personal representatives or corporate successors.

6.6 Nothing herein expressed or implied is intended or shall be construed to give any person other than the parties hereto any rights or remedies under this Agreement.

6.7 This Agreement shall be deemed to have been prepared jointly by the parties hereto. Any ambiguity herein shall not be interpreted against any party hereto and shall be interpreted as if each of the parties hereto had prepared this Agreement.

6.8 This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

6.9 This Agreement shall be governed by the laws of the State of Texas.

6.10 The Parties acknowledge that City are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Foundation has the obligation to retain all records related to this Agreement and the use of the Payments for a period of [redacted] years or to turn said documents over to the City for their retention. The Party that receives a Public Information Act request for documents related to this Agreement shall handle that request.

6.11 Despite any provision in this Agreement, the obligations of City to make a Payment in any fiscal year is expressly contingent upon the availability of funding for said Payment for the duration of the Agreement. Foundation has no right of action against City if City is unable to fulfill its obligations under this Agreement as a result of lack of funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If City is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to Foundation at the earliest possible time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above.

City of Santa Fe, Texas

By: _____
Glen Adams, City Manager

College of the Mainland Foundation

By: _____
Lisa M. Watson, Executive Director

By: _____
Gary Scoggin, President

Current Mission Statement:

The City of Santa Fe is dedicated to making the best use of its resources as a city government - human, financial, technical, and legal - to support our unique quality of life in Santa Fe and make our community a great place to live, work, and raise a family.

The following principles will guide our actions in furtherance of this mission:

We will strive to always look for a better way to serve our citizen customers.

We will treat each employee and citizen with honesty, consideration, and respect.

Recommended Mission:

The City of Santa Fe is dedicated to its citizens and to make our community a great place to live, work, and raise a family.

Recommended Vision:

Santa Fe is an inclusive community, where small town values are still prevalent. A place where the community's business supports the citizens wants and needs as well as employs most of its residents. A harmonic blend of walkable community and city center merges with the grass roots of the rural resident and farmer.

Alternate Vision:

Santa Fe is an inclusive community, where small town values are still prevalent. A place where the community's business supports the citizens wants and needs as well as employs most of its residents. A harmonic blend of urban growth with the grass roots of a small Texas town.