

ORDINANCE NO. ORD-2019-10185

AMENDING ORDINANCE NO. 2018-10104 PROVIDING FOR BUDGETARY ADJUSTMENT TO THE FOLLOWING FUNDS: MISCELLANEOUS GRANT FUND, LOCAL LAW ENFORCEMENT BLOCK GRANT (JUSTICE ASSISTANCE GRANT) FUND, AND SECTION 108 GUARANTEE LOAN FUND.

WHEREAS, the City Council finds that amendment of the 2018-19 City of Irving Budget is required for municipal purposes pursuant to Section 102.010, Texas Local Government Code;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:


SECTION 1. That City of Irving Ordinance No. 2018-10104 (2018-2019 Budget Ordinance) is hereby amended as shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

SECTION 2. That true copies of said budget amendment as approved and adopted shall be filed in the Office of the County Clerk of Dallas County, Texas.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS, on May 2, 2019.

  
RICHARD H. STOPFER  
MAYOR

ATTEST:

  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

  
Kuruvilla Oommen  
City Attorney



**JE** J0265290    **FY** 19    **fiscal period** 08    **Trans Date:** 5/3/2019    **by:** SPHILLIPS    **on:** 5/3/2019 9:51:36 AM    **JE number** J0265290

Header	Line	Trans	Ci	Index	Fund	Orgn	Account	Program	Activity	Less	Amount DC	Dessc	Sub
P	1	11	BD02	L	2072	1330	566015	600			\$4,800.00	+ Budget Adj #5 - 05-02-19	0
P	2	11	BD02	L	2071	0441	404110	905501			\$25,000.00	- Budget Adj #5 - 05-02-19	0
P	3	11	BD02	L	2071	0441	404110	905502			\$25,000.00	+ Budget Adj #5 - 05-02-19	0
P	4	11	BD02	L	2071	0441	404110	905502			\$252.29	+ Budget Adj #5 - 05-02-19	0
P	5	11	BD02	L	2071	0441	56401	905502			\$252.29	+ Budget Adj #5 - 05-02-19	0
P	6	11	BD02	L	2071	0421	56401	9227			\$54,075.00	+ Budget Adj #5 - 05-02-19	0
P	7	11	BD02	L	2071	0421	404103	9227			\$54,075.00	+ Budget Adj #5 - 05-02-19	0
P	8	11	BD02	L	2078	4259	404105	9058			\$3,359,000.00	+ Budget Adj #5 - 05-02-19	0
P	9	11	BD02	L	2078	4259	56401	9058			\$3,359,000.00	+ Budget Adj #5 - 05-02-19	0
Summary for 'JE number' = J0265290 (9 detail records)											\$6,881,454.58		

**JE TEXT as entered and report from FOIA/TEXT**

**City of Irving  
Financial Services  
Memorandum**

**To:** Chris Hillman, City Manager  
**From:** Bret Starr, Finance Director  
**cc:** Jeff Litchfield, Chief Financial Officer  
**Date:** May 2, 2019  
**Subject:** BUDGET ADJUSTMENT FY 2018-2019  
 MAY 2ND- ADJUSTMENT #5  
 AGENDA ITEM

Attached is a schedule that provides the detail for Budget Adjustment #5. Upon City Council approval, the FY 2018-19 budget will be adjusted to reflect these changes:

Fund	Item	Source of Funds	Use of Funds	Fund Balance impact	Description	Explanation
<b>Miscellaneous Grant Fund</b>	1	\$ -	\$ 4,800	(4,800)	City Marshal LEOSE Travel	To increase expenditure budget for city marshal travel using LEOSE funds.
<b>Total Miscellaneous Grant Fund</b>		<u>\$ -</u>	<u>\$ 4,800</u>	<u>\$ (4,800)</u>		
<b>Local Law Enforcement Block Grant (JAG) Fund</b>	2	\$ 252	\$ 252	-	Justice Assistance Grant 2017	To reallocate 2016 JAG adopted budget to budget year 2017 and increase budget for additional funds received.
	3	\$ 54,075	\$ 54,075	\$ -	National Crime Statistics Exchange (NCS-X) Implementation Assistance Program	To establish revenue and expenditure budget for receipt of the National Crime Statistics Exchange (NCS-X) Implementation Grant for the period 01/01/2019-12/31/2019 to expand the FBI's National Incident-Based Reporting System (NIBRS) into a nationally representative system of incident-based crime statistics.
<b>Total LLEBG Fund</b>		<u>\$ 54,327</u>	<u>\$ 54,327</u>	<u>\$ -</u>		

Fund	Item	Source of Funds	Use of Funds	Fund Balance impact	Description	Explanation
Section 108 Guarantee Loan Fund	4	\$ 3,359,000	\$ 3,359,000	-	Section 108 Guarantee Loan	To establish revenue and expenditure budget for receipt of funding from the Section 108 Guarantee Loan program to be used for capital projects.
<b>Total Section 108 Guarantee Loan Fund</b>		<b>\$ 3,359,000</b>	<b>\$ 3,359,000</b>	<b>\$ -</b>		
<b>Total Budget Adjustment</b>		<b>\$ 3,413,327</b>	<b>\$ 3,418,127</b>	<b>\$ (4,800)</b>		

*Bret W Starr*

Bret Starr  
 Finance Director  
 Attachments  
 BWS/sp

**CITY OF IRVING**  
**Justice Assistance Grant Fund**

	<u>2018-19 ADOPTED</u>	<u>ADJ #5</u>	<u>2018-19 ADJUSTED</u>
<b>Available Fund Balance 10-01</b>	\$ -		\$ -
<b>Revenues</b>			
LLEBG Program - Federal Grant	\$ -	\$ 252 (2)	\$ 252
Other Grant Revenue	218,729	54,075 (3)	272,804
Miscellaneous	-	-	-
Transfer from General Fund	112,755	-	112,755
<b>Total Revenues</b>	<u>\$ 331,484</u>	<u>\$ 54,327</u>	<u>\$ 385,811</u>
<b>Total Funds Available</b>	\$ 23,000	\$ 54,327	\$ 385,811
<b>Expenditures</b>			
Salaries and Wages	\$ 230,714	\$ -	\$ 230,714
Benefits	100,770	-	100,770
Supplies	-	-	-
Miscellaneous	-	-	-
Outside Services	-	54,327 (2,3)	54,327
Transfers	-	-	-
Capital	-	-	-
<b>Total Expenditures</b>	<u>\$ -</u>	<u>\$ 54,327</u>	<u>\$ 385,811</u>
<b>Available Fund Balance 09-30</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CITY OF IRVING**  
**Miscellaneous Grants Fund**

	<b>2018-19 ADOPTED</b>	<b>ADJ #1</b>	<b>ADJ #4</b>	<b>ADJ #5</b>	<b>2018-19 ADJUSTED</b>
<b>Available Fund Balance 10-01</b>	\$ 277,211				\$ 277,211
<b>Revenues</b>					
Receipts from Federal Grants	60,000	296,217			356,217
Other Grant Revenue	-	-			-
LEOSE- Fire	2,000	-	1,539		3,539
LEOSE- Police	22,000	-			22,000
Other Donations	-	-			-
Interest Income	-	-			-
Transfer from General Fund	-	98,738			98,738
<b>Total Revenues</b>	<b>\$ 84,000</b>	<b>\$ 394,955</b>	<b>\$ 1,539</b>	<b>\$ -</b>	<b>\$ 480,494</b>
<b>Total Funds Available</b>	<b>\$ 361,211</b>	<b>\$ 394,955</b>	<b>\$ 1,539</b>	<b>\$ -</b>	<b>\$ 757,705</b>
<b>Expenditures</b>					
Salaries and Wages	4,572	394,955			399,527
Supplies	-	-			-
Outside Services	60,000	-	1,539		61,539
Miscellaneous Services	37,850	-		4,800 <sup>(1)</sup>	42,650
<b>Total Expenditures</b>	<b>\$ 102,422</b>	<b>\$ 394,955</b>	<b>\$ 1,539</b>	<b>\$ 4,800</b>	<b>\$ 503,716</b>
<b>Available Fund Balance 09-30</b>	<b>\$ 258,789</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,800)</b>	<b>\$ 253,989</b>

**CITY OF IRVING**  
**Section 108 Guarantee Loan Program Fund**

	<u>2018-19 ADOPTED</u>	<u>ADJ #5</u>	<u>2018-19 ADJUSTED</u>
<b>Available Fund Balance 10-01</b>	\$ -		\$ -
<b>Revenues</b>			
Federal Grant	\$ -	\$ 3,359,000 (4)	\$ 3,359,000
Other Grant Revenue	-	-	-
Miscellaneous	-	-	-
Transfer from General Fund	-	-	-
<b>Total Revenues</b>	<u>\$ -</u>	<u>\$ 3,359,000</u>	<u>\$ 3,359,000</u>
<b>Total Funds Available</b>	\$ 23,000	\$ 3,359,000	\$ 3,359,000
<b>Expenditures</b>			
Salaries and Wages	\$ -	\$ -	\$ -
Benefits	-	-	-
Supplies	-	-	-
Miscellaneous	-	-	-
Outside Services	-	3,359,000 (4)	3,359,000
Transfers	-	-	-
Capital	-	-	-
<b>Total Expenditures</b>	<u>\$ -</u>	<u>\$ 3,359,000</u>	<u>\$ 3,359,000</u>
<b>Available Fund Balance 09-30</b>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

①

City of Irving

# Budget Transfers/Adjustments

Fiscal year

### Budget Staff Only

Questions? Call your budget analyst.

Journal number		Date	
Entered by		Agenda Date	

- Transfers** (increase must equal decrease)
- Associated action – supporting document(s) attached
- Validated that funds are available to transfer
- Capital to be purchased is authorized in original budget
- Adjustments**
- Associated agenda item attached for council date
- Grant acceptance documentation attached
- Bid or contract information attached
- Check copy/receipt attached for revenues
- Capital to be purchased is authorized in original budget

- City Manager's signature required when
- Transferring from salary or benefit accounts
  - Transferring more than 10% of department budget

- Adjustment required when
- Transferring between funds
  - Increasing/decreasing revenues
  - Accepting grants
  - Funding from cash reserves

### Explanation:

City Marshal LEOSE Travel

Fund	Org	Account	Program	Activity	Account Name	Increase	Decrease
2072	1330	566015	600			\$ 4,800.00	/
<b>Total</b>						\$ 4,800.00	\$ 0.00

Department director or designee signature \_\_\_\_\_ Date: \_\_\_\_\_

City Manager or designee signature \_\_\_\_\_ Date: \_\_\_\_\_

Budget office approval signature Paul Weber Date: 4/19/19



## Shannon Phillips

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**From:** Robert Nixon  
**Sent:** Thursday, March 14, 2019 4:46 PM  
**To:** Cheryl Miles  
**Cc:** Shannon Phillips  
**Subject:** RE: LEOSE ACCOUNT  
**Attachments:** Training 1819 spending.docx

Cheryl,

2072-1330-566015-600

The top list in the doc is what I submitted to Jennifer when we did the budget last year. The bottom list shows the actual training we have done as of this FY. (we've replaced some courses with others due to operational needs and we've found some free training during the course of this FY. We have a new hire coming aboard that may need training out of this amount depending on his current training hours status with TCOLE-sworn staff have to have 40 hours every two years with the training cycle ending for this cycle ending August 30, 2019)

**From:** Cheryl Miles  
**Sent:** Thursday, March 14, 2019 12:45 PM  
**To:** Robert Nixon <[rnixon@cityofirving.org](mailto:rnixon@cityofirving.org)>  
**Subject:** FW: LEOSE ACCOUNT

Good afternoon. Please read the email below from Finance. Can you give her a breakdown of how the funds will be utilized? Can you copy me, please. Thank you .

**From:** Shannon Phillips  
**Sent:** Thursday, March 14, 2019 12:09 PM  
**To:** Cheryl Miles  
**Subject:** RE: LEOSE ACCOUNT

Cheryl,

The budget was adjusted to use of the fund balance which to my understanding is about \$1,000 and then as needed increase it as needed. The money is in a deferred revenue account and accounting reduces the deferred revenue by the amount of expenditures during the year. How was the \$4,800 going to be spent this fiscal year? An adjustment may need to be prepared for the next budget adjustment to increase the expenditure balance if you are truly planning to use the entire \$4,800. Once you send me how the funds are to be used, I'll get with accounting and see how they want to account for it. Thanks.

**From:** Cheryl Miles  
**Sent:** Thursday, March 14, 2019 11:40 AM  
**To:** Shannon Phillips <[sPhillips@cityofirving.org](mailto:sPhillips@cityofirving.org)>  
**Subject:** LEOSE ACCOUNT

Good morning. In review of the LEOSE account (2072-1305-566015-600) in Banner it is showing a negative balance. Are there funds somewhere else that we don't know about? Robert budgeted around \$4,800 in this account. Can you tell me where to look to see the funds? Please advise and thank you for your assistance. Have a wonderful afternoon.

Budgeted for FY 18/19:

Internal Affairs training (senior marshal ) \$200.00  
Background Investigations-\$300.00  
ALERRT train the trainer (grant funded-no cost to agency)  
PPCT Instructor school \$500.00 (to allow more in-house defensive tactics training)  
Court Security Specialist \$400.00 x 2 (court security marshal and chief or senior marshal) \$800.00  
Court Security Officer \$80 X 5 (as needed) \$400  
TMCEC bailiff/warrant officer (1) \$700.00 (contingent on seminar location)  
De-escalation training (Legislatively mandated by 2020)X 7: 350.00 (if not conducted in-house by IPD)  
3185 Legislative Update (TCOLE mandated) 5 X \$250.00  
2 FBI-LEEDA Trilogy courses (law enforcement management courses; chief and senior marshal scheduled  
in current fiscal year but manpower has prohibited this)650 X2= \$1300 \$4800.00

Training as of 2/5/19:

CSO (3X\$75): \$225.00 (Nixon, Hernandez, VSA guard)  
Court Security Specialist:\$375.00 (Clement)  
Background Investigator:\$250.00 (Tyler)  
Servant Leadership (replaced internal affairs this FY): \$350.00 (Hernandez)  
FBI-LEEDA X2: \$1390 (Nixon, Hernandez)  
TMCEC conference: \$250.00 (Tyler, per diem yet to be determined)  
Covert Carry: \$35.00 (Olvera)  
ALERRT conference: \$150.00 (Nixon)  
Civilian Interaction (is the "de-escalation training noted above) \$25.00 (Hernandez)  
**\$1750 remaining as of 2/19/19**

2

# City of Irving Budget Transfers/Adjustments

Fiscal year

### Budget Staff Only

Questions? Call your budget analyst.

Journal number		Date	
Entered by		Agenda Date	

- Transfers (increase must equal decrease)
- Associated action – supporting document(s) attached
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- City Manager's signature required when
- Transferring from salary or benefit accounts
  - Transferring more than 10% of department budget
- Adjustment required when
- Transferring between funds
  - Increasing/decreasing revenues
  - Accepting grants
  - Funding from cash reserves

### Explanation:

JAG 2017 grant . Transfer adopted budget from JAG 16 to JAG 17. and increase the budget by \$252.29

Fund	Org	Account	Program	Activity	Account Name	Increase	Decrease
2071	0441	404110	905501		LLEBG Program-Federal		\$ 25,000.00
2071	0441	404110	905502		LLEBG Program-Federal	\$ 25,000.00	
2071	0441	404110	905502		LLEBG Program-Federal	\$ 252.29	
2071	0441	56401	905502		Outside services	\$ 252.29	
<b>Total</b>						\$ 25,504.58	\$ 25,000.00

Department director or designee signature

Date: 4/10/19

City Manager or designee signature

\_\_\_\_\_

Date: \_\_\_\_\_

Budget office approval signature

Date: 4/19/19



CITY OF DALLAS

March 28, 2019

Darius Hill  
Irving Police Department  
305 O'Connor Rd.  
Irving, TX 75061

Dear Mr. Hill:

Please find enclosed a completed JAG 2017 *Funds Sharing and Fiscal Agency Agreement* with original signatures of all parties for your files along with your 2017 JAG distribution in the amount of \$ 25,252.29. These funds must be deposited in a trust fund account, which may or may not bear interest.

Please review the attached list of grant requirements. In accordance with BJA guidelines, sub-grantees of JAG 2017 funds are responsible for providing the City of Dallas quarterly financial and performance reports demonstrating the appropriate use and management of JAG funds. Any modifications to the program/project (attached as submitted) will require prior approval from BJA through the fiscal agent. In addition, any interest earned must be reported as program income, and must have BJA approval before being expended.

Please feel free to contact me if you have any questions, or if you need any assistance or additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dina Colarossi'.

Dina Colarossi  
Fund Development Manager III

Enclosures

GMS Application #2017-H2460-TX-DJ  
2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
PROGRAM NARRATIVE

**Irving** **\$25,252.29**

The City of Irving plans to use the JAG 2017 funding to improve their ability to collect and maintain digital evidence.

**Equipment Upgrades** **\$25,252.29**

FARO Technologies Laser Imaging System	\$66,389.55
Other grant funds	(\$41,137.26)

It is the goal of the Irving Police Department to protect the community, maintain low crime rates, and create a safe environment. The Department has been successful in reducing crime through the effective use of technology. The proposed project will improve the ability to conduct investigations and recreate accidents and crime scenes. This project includes a FARO Technologies Laser Imaging System and the necessary equipment and operational software. This unit can be used in multiple divisions benefitting the department as a whole. The project will improve the collection and use of digital evidence and assist in accident and crime scene investigations. The cost of the unit will be shared between multiple JAG funds as well as federal UASI funds from the Department of Homeland Security.



U.S. Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

Grant

PAGE 1 OF 22

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Dallas  
1500 Marilla Street Dallas City Hall  
Dallas, TX 75201-6318

4. AWARD NUMBER: 2017-DJ-BX-0834

5. PROJECT PERIOD: FROM 10.01 2016 TO 09.30.2020

BUDGET PERIOD: FROM 10.01 2016 TO 09.30.2020

6. AWARD DATE 06/26/2018

7. ACTION

8. SUPPLEMENT NUMBER

Initial

00

9. PREVIOUS AWARD AMOUNT

\$ 0

10. AMOUNT OF THIS AWARD

\$ 900,568

11. TOTAL AWARD

\$ 900,568

2a. GRANTEE IRS/VENDOR NO.

756000508

2b. GRANTEE DUNS NO.

196616478

3. PROJECT TITLE

City of Dallas 2017 JAG Grant

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY17(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 42 U.S.C. 3711 - 3797ff-5), including subpart 1 of part E (codified at 42 U.S.C. 3750 - 3758); see also 28 U.S.C. 530C(a).

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Alan R. Hansen  
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

T.C. Broadnax  
City Manager

17. SIGNATURE OF APPROVING OFFICIAL

*Alan R. Hansen*

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

*T.C. Broadnax*

19A. DATE

8/8/18

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		900568

21. SDJGT1440

CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2017-309

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

SECTION I. THAT the City Council hereby approves the attached 2017 Byrne Justice Assistance Grant (JAG) Program Funds Sharing and Fiscal Agency Agreement between the County of Dallas, and the Cities of Dallas, Balch Springs, Carrollton, DeSoto, Duncanville, Garland, Grand Prairie, Irving, Lancaster, Mesquite, and Richardson (Cities) naming the City of Dallas as the fiscal agent to administer and distribute JAG funds pursuant to the JAG Grant Program and whereby the County and Cities agree and acknowledge, as certified disparate jurisdictions, that an agreement has been reached regarding the sharing of funds, and the Mayor is authorized to execute said agreement.

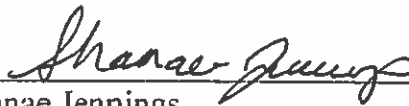
SECTION II. THAT the agreement allows the City of Dallas, as the fiscal agent, to receive a 7 percent administrative fee from each entity for managing the grant funds, with Irving's portion of said fee being \$1,900.71, leaving a total award of \$25,252.29 to the City of Irving.

SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

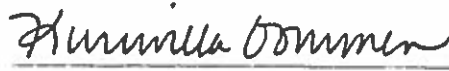
PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,  
on September 7, 2017.

  
RICHARD H. STOPFER  
MAYOR

ATTEST:

  
Shanae Jennings  
City Secretary

APPROVED AS TO FORM:

  
Kuruvilla Oommen  
City Attorney



**GMS Application # 2017-H2460-TX-DJ  
2017 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FUNDS SHARING AND FISCAL AGENCY AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), is made and entered into by and between the following parties:

The County of Dallas, Texas (the "County") located at County Administration Building, 2nd Floor, 411 Elm Street, Dallas, Texas 75202, political body recognized as a legal subdivision of the State of Texas pursuant to Article XI, Section 1 of the Texas Constitution; and

The City of Balch Springs, Texas ("Balch Springs"), located at City Hall, 13503 Alexander Road, Balch Springs, Texas 75181, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Carrollton, Texas ("Carrollton"), located at City Hall, 1945 East Jackson Road, Carrollton, Texas 75006, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Dallas, Texas ("Dallas"), located at City Hall, Room 7DN, 1500 Marilla Street, Dallas, Texas 75201, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of DeSoto, Texas ("DeSoto"), located at City Hall, 211 East Pleasant Run Road, Suite A, DeSoto, Texas 75115, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution;

The City of Duncanville, Texas ("Duncanville"), located at City Hall, 203 E. Wheatland Road, Duncanville, TX 75116, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Garland, Texas ("Garland"), located at City Hall, 200 North Fifth Street, 4th Floor, Garland, Texas 75040, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and

The City of Grand Prairie, Texas ("Grand Prairie"), located at City Hall, 317 College Street, Grand Prairie, Texas 75050, a home rule municipality pursuant to Section 5, Article 11 of the Texas Constitution; and



**WHEREAS**, the County and the Cities hereby agree to name a fiscal agent to administer and distribute the JAG Funds and to designate a share of each jurisdiction's JAG Funds for administrative costs to be paid to the fiscal agent named below, prior to submission of the joint application for JAG Funds to the BJA; and

**WHEREAS**, the County and the Cities wish to name Dallas as the fiscal agent to administer and distribute the JAG Funds pursuant to the JAG Program; and

**WHEREAS**, a unit of local government may transfer up to ten percent (10%) of its allocation of JAG Funds for costs associated with administering the JAG Funds to the fiscal agent; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of the parties, that the undertaking will benefit the public, and that the share of the JAG Funds to each jurisdiction fairly compensates the parties for their respective functions under this Agreement.

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

## **SECTION 1. PURPOSE**

This Agreement shall set forth the following: (A) the nature of the relationship between the County and the Cities and Dallas as fiscal agent for the County and the Cities; (B) the parties' reporting, legal, and audit obligations; (C) the amount of JAG Funds initially allocated by the BJA to the County and the Cities (the "Initial Allocations"); (D) the amount of the Initial Allocations of the JAG Funds to be transferred from the Cities to the County; (E) the allocation of JAG Funds for each jurisdiction *after* the transfer of a portion of the Initial Allocations of JAG Funds from the Cities to the County (the "Adjusted Allocations"); (F) the amount of the grant administration fees to be paid to Dallas as the fiscal agent for both the County and the Cities; (G) the allocation of JAG Funds for the County and the Cities *after* the grant administration fee has been deducted from the Adjusted Allocations (the "Final Allocations"); and (H) other rights and responsibilities of Dallas, the County, and the Cities with regard to Dallas' application for, administration of, and distribution of the JAG Funds on behalf of the County and the Cities.

## **SECTION 2. FISCAL AGENT**

A. Dallas as Fiscal Agent. The County and the Cities do hereby agree that Dallas shall act as the fiscal agent for purposes of applying for, administering, and distributing the JAG Funds on behalf of both the County and the Cities. In consideration for Dallas acting as the

includes Single Audit Act Requirements; National Environmental Policy Act (NEPA); DOJ Information Technology Standards; Compliance with Office of Justice Programs Financial Guide; and Government Performance and Results Act (GPRA); Federal Funding Accountability and Transparency Act (FFATA) of 2006; and the Uniform Administrative Requirements, Cost Principles, and Audits Requirements of Federal Awards, particularly, those set out at 2 CFR 200.303 and 2 CFR 200.205.

C. Award Terms and Conditions. Cities and County shall comply with the award terms and conditions, and other legal requirements, including but not limited to Office of Management and Budget (OMB), Department of Justice (DOJ), or other federal regulations which will be included in the award and are incorporated by reference into the award and into this Agreement, including, but not limited to, compliance with 8 U.S.C §1373 and related requirements regarding immigration requests from the Department of Homeland Security.

D. Audit Requirements. The County and the Cities shall maintain records to demonstrate proper expenditure of JAG Program Funds and Dallas, as fiscal agent, has the right to review and audit any and all of such financial and programming records. The County and the Cities shall retain all such records for a minimum of three (3) years following completion of this Agreement. The County and the Cities must require that any of its contractors, subcontractors, vendors, or partner agencies allow Dallas to review and audit their financial records pertaining to any contracts they may have with the County or the Cities utilizing JAG Funds.

#### SECTION 4. INITIAL ALLOCATIONS

For 2017, the BJA has determined the Initial Allocations of JAG Funds for the parties to this Agreement as follows:

THE COUNTY	\$0.00
BALCH SPRINGS	\$17,457.00
CARROLLTON	\$14,043.00
DALLAS	\$662,975.00
DESOTO	\$12,682.00
DUNCANVILLE	\$11,193.00
GARLAND	\$47,929.00
GRAND PRAIRIE	\$37,327.00

## SECTION 6. ADJUSTED ALLOCATIONS

After the transfer of a portion of the Cities' Initial Allocations of JAG Funds to the County, the County and the Cities' Adjusted Allocations of JAG Funds are as follows:

THE COUNTY	\$278,688.00
BALCH SPRINGS	\$12,219.90
CARROLLTON	\$9,830.10
DALLAS	\$464,082.50
DESOTO	\$8,877.40
DUNCANVILLE	\$7,835.10
GARLAND	\$33,550.30
GRAND PRAIRIE	\$26,128.90
IRVING	\$27,153.00
LANCASTER	\$8,535.80
MESQUITE	\$23,667.00
<u>RICHARDSON</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$900,568.00</b>

## SECTION 7. FISCAL AGENT GRANT ADMINISTRATION FEES

The County and the Cities other than Dallas agree to transfer grant administration fees equal to seven percent (7%) of each party's Adjusted Allocation of JAG Funds to Dallas, as fiscal agent for the County and the Cities and Dallas shall allocate greater than seven percent (7%) of its Adjusted Allocation toward administration as shown below. The total contribution of

DALLAS	\$494,636.49
DESOTO	\$8,255.98
DUNCANVILLE	\$7,286.64
GARLAND	\$31,201.78
GRAND PRAIRIE	\$24,299.88
IRVING	\$25,252.29
LANCASTER	\$7,938.29
MESQUITE	\$22,010.31
<u>RICHARDSON</u>	<u>\$0.00</u>
<b>TOTAL</b>	<b>\$900,568.00</b>

**SECTION 9. APPLICATION OF COUNTY FUNDS**

The County agrees to prioritize the expenditure of its Final Allocation of Two Hundred Fifty-Four Thousand Three Hundred and Four Dollars and Thirty-One Cents (\$254,304.31) to continue the development and implementation of improvements to the criminal justice system. The Cities agree that the County has no obligation to provide any additional funds under this Agreement, even if the 2017 JAG Funds are insufficient to fully develop or implement the County’s chosen improvements to the criminal justice system. In the event any JAG Funds remain upon completion of the development and implementation of improvements to the criminal justice, the County may expend such funds on other eligible projects under the grant at the County’s discretion, subject to the approval of the BJA, as required under the JAG Program.

**SECTION 10. TERM**

The term of this Agreement shall begin on the date the last signature of either the County or the Cities authorizing approving this Agreement is obtained and shall terminate upon final expenditure of the funds in accordance with the JAG Program.

**SECTION 11. AGENCY**

The parties shall not sell, assign, transfer, or convey this Agreement, in whole or in part, without the prior written consent of the parties.

**SECTION 16. NOTICE OF CONTRACT CLAIM**

This Agreement is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of breach of contract claim against the City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Agreement. County and Cities shall fully comply with the requirements of this ordinance as a condition precedent to any claim relating to this Agreement, in addition to all other requirements in this Agreement related to claims and notice of claims.

**SECTION 17. RESPONSIBILITY**

Dallas, the County, and the Cities shall each be responsible for the sole negligent acts of their officers, agents, employees, or separate contractors. In the event of joint and concurrent negligence of the parties to this agreement, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the parties under Texas law and without waiving any defenses of the parties under Texas law.

**SECTION 18. NOTICE**

Any notice, payment, statement, communication, report, or demand required or permitted to be given under this Agreement by any party to another may be effected by personal delivery in writing or deposited in the U.S. mail by certified letter, return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days after mailing.

To the County: Director of Criminal Justice, Charlene Randolph  
Dallas County – Administration Building  
411 Elm Street, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

To Balch Springs: Chief of Police, Jonathan Haber  
Balch Springs Police Department  
12500 Elam Road  
Balch Springs, Texas 75180

To Mesquite:

Chief of Police, Charles Cato  
Mesquite Police Department  
PO Box 850137  
Mesquite, Texas 75185-0137

To Richardson:

Chief of Police, Jimmy L. Spivey  
Richardson Police Department  
P.O. Box 831078  
Richardson, Texas 75083

## **SECTION 19. GOVERNING LAW AND VENUE**

The obligations of the parties to this Agreement shall be performed in Dallas County, Texas, and venue for any legal action under this Agreement shall lie exclusively in Dallas County, Texas. In construing this Agreement, the laws and court decisions of the State of Texas shall control.

## **SECTION 20. LEGAL CONSTRUCTION**

In the case that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **SECTION 21. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **SECTION 22. CAPTIONS**

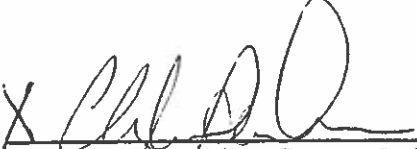
The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## **SECTION 23. AMENDMENTS; ENTIRE AGREEMENT**

GMS Application # 2017-H2460-TX-DJ  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FUNDS SHARING AND FISCAL AGENCY AGREEMENT


The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order Number 2017-1170 and passed on the 19th day of September, 2017.

**APPROVED BY THE COUNTY OF DALLAS:**

  
\_\_\_\_\_  
Clay Lewis Jenkins, County Judge

**APPROVED AS TO FORM\*:**

FAITH JOHNSON  
DISTRICT ATTORNEY

  
\_\_\_\_\_  
Randall Miller  
Assistant District Attorney


**\*BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

The City of Balch Springs, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 815-17, Dated the 28 day of August, 2017.

**APPROVED BY THE  
CITY OF BALCH SPRINGS:**

  
Suzy Cluse, City Manager

**RECOMMENDED BY:**

  
Jonathan Haber, Chief of Police

**APPROVED AS TO FORM BY:**

  
Monte Akers, City Attorney



The City of Carrollton, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 4107, Minutes \_\_\_\_\_ Dated the 19<sup>th</sup> day of September, 2017.

**APPROVED BY THE  
CITY OF CARROLLTON:**

  
Erin Rinehart, City Manager

**RECOMMENDED BY:**

  
Rex D. Redden, Chief of Police


**APPROVED AS TO FORM BY:**

  
Meredith A. Ladd, City Attorney

The City of Dallas, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 17-1424, Minutes \_\_\_\_\_  
Dated the 13<sup>th</sup> day of September, 2017.

**APPROVED BY THE CITY OF DALLAS:**

T. C. Broadnax, City Manager

By   
Assistant City Manager

**RECOMMENDED BY:**

  
U. Rence Hall, Chief of Police

**APPROVED AS TO FORM:**

Larry E. Casto, City Attorney

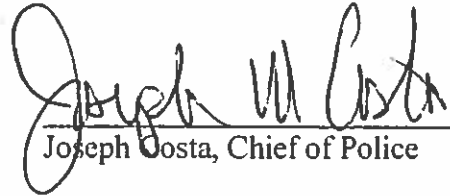
By   
Assistant City Attorney *AK*

The City of DeSoto, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_ Dated the \_\_\_\_ day of \_\_\_\_\_, 2017.


**APPROVED BY THE CITY OF DESOTO:**

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Tarron J. Richardson, Ph .D, City Manager

  
\_\_\_\_\_  
Joseph Costa, Chief of Police

**APPROVED AS TO FORM BY:**

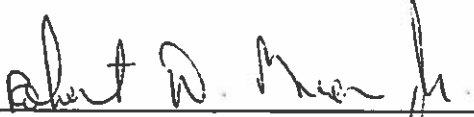
  
\_\_\_\_\_  
Joseph J. Gorfida, Jr City Attorney

The City of Duncanville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 2017-015, Minutes \_\_\_\_\_ Dated the 5<sup>th</sup> day of September, 2017.

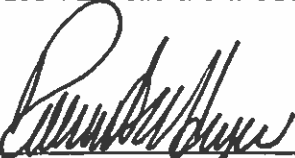
**APPROVED BY THE  
CITY OF DUNCANVILLE:**

  
\_\_\_\_\_  
Kevin Hugman, City Manager

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Robert D. Brown, Jr., Chief of Police

**APPROVED AS TO FORM BY:**

  
\_\_\_\_\_  
Robert Hager, City Attorney

The City of Garland, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 10297, Minutes \_\_\_\_\_ Dated the 5 day of SEPT., 2017.

**APPROVED BY THE  
CITY OF GARLAND:**

**RECOMMENDED BY:**



\_\_\_\_\_  
Bryan Bradford, City Manager



\_\_\_\_\_  
Mitch Bates, Chief of Police

**APPROVED AS TO FORM BY:**




\_\_\_\_\_  
Brad Neighbor, City Attorney

The City of Grand Prairie, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 4907-2017, Minutes \_\_\_\_\_ Dated the 5<sup>th</sup> day of Sept., 2017.


**APPROVED BY THE  
CITY OF GRAND PRAIRIE:**

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Tom Hart, City Manager  
*Anna Doll, Deputy City Manager*

  
\_\_\_\_\_  
Steve Dye, Chief of Police


**APPROVED AS TO FORM BY:**

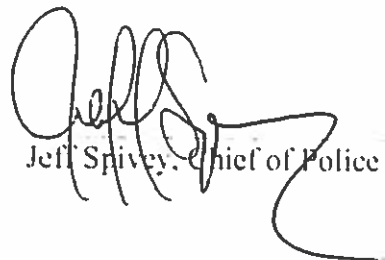
  
\_\_\_\_\_  
Donald Postell, City Attorney

The City of Irving, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 2017-309, Minutes            Dated the 30 day of September, 2017.

APPROVED BY THE CITY OF IRVING:

RECOMMENDED BY:

  
Richard H. Stopfer, Mayor

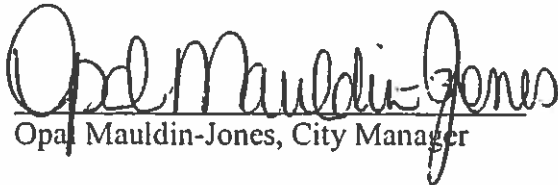
  
Jeff Spivey, Chief of Police

APPROVED AS TO FORM BY:

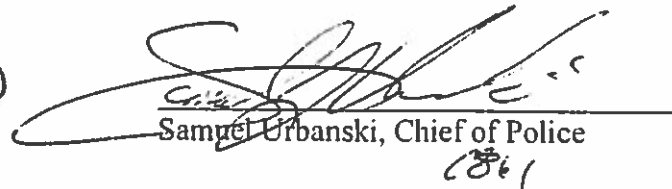
  
Kuruvilla Oommen, City Attorney

The City of Lancaster, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 2017-09-63, Minutes \_\_\_\_\_ Dated the 11th day of September, 2017.

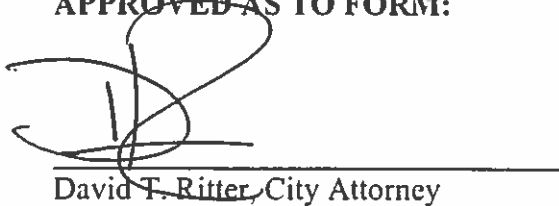
**APPROVED BY THE  
CITY OF LANCASTER:**

  
Opal Mauldin-Jones, City Manager

**RECOMMENDED BY:**

  
Samuel Urbanski, Chief of Police  
2861

**APPROVED AS TO FORM:**

  
David T. Ritter, City Attorney



The City of Mesquite, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution 41-2017, Minutes — Dated the 2<sup>nd</sup> day of October, 2017.

**APPROVED BY THE  
CITY OF MESQUITE:**

  
\_\_\_\_\_  
Cliff Kehley, City Manager

**RECOMMENDED BY:**

  
\_\_\_\_\_  
Charles Cato, Chief of Police

**APPROVED AS TO FORM BY:**

  
\_\_\_\_\_  
B.J. Smith, City Attorney

3

# City of Irving Budget Transfers/Adjustments

Fiscal year

### Budget Staff Only

Questions? Call your budget analyst.

Journal number		Date	
Entered by		Agenda Date	

- Transfers (increase must equal decrease)
- Associated action – supporting document(s) attached
- Validated that funds are available to transfer
- Capital to be purchased is authorized in original budget
- Adjustments
  - Associated agenda item attached for council date
  - Grant acceptance documentation attached
  - Bid or contract information attached
  - Check copy/receipt attached for revenues
  - Capital to be purchased is authorized in original budget

- City Manager's signature required when
- Transferring from salary or benefit accounts
  - Transferring more than 10% of department budget

- Adjustment required when
- Transferring between funds
  - Increasing/decreasing revenues
  - Accepting grants
  - Funding from cash reserves

### Explanation:

fcdNational Crime Statistics Exchange (NCS-X) Implementation grant ( 3720001)  
01/01/2019 - 12/31/2019

Fund	Org	Account	Program	Activity	Account Name	Increase	Decrease
2071	0421	56401	9227		Outside services	\$ 54,075.00	✓
2071	0421	404103	9227		Receipts from State	\$ 54,075.00	✓
					<b>Total</b>	\$ 108,150.00	\$ 0.00

Department director or designee signature

Date: 4/22/2019

City Manager or designee signature

Date: \_\_\_\_\_

Budget office approval signature

Date: 4/22/2019

[Printer Friendly](#)

2071-0421-9227

**General Information and Instructions**

[View Introduction](#)

[View Instructions](#)

**Select and Enter Budget Line Item Details**



Budget Category	OOG Funds	Cash Match	In Kind Match	GPI	Total Project	
<input type="checkbox"/> Contractual and Professional Services	\$54,075.00	\$0.00	\$0.00	\$0.00	\$54,075.00	
<b>OOG-Defined Line Item</b>	<b>OOG Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>	<b>GPI</b>	<b>Total Project</b>	
<input type="checkbox"/> Data Processing, Web Site, and/or Programming Services	\$54,075.00	\$0.00	\$0.00	\$0.00	\$54,075.00	
<b>Grantee-Defined Line Item</b>	<b>OOG Funds</b>	<b>Cash Match</b>	<b>In Kind Match</b>	<b>GPI</b>	<b>Total Project</b>	<b>Qty / % of Salary</b>
NIBRS Conversion project to include management fees, conversion engineering services, and conversion training fees.	\$54,075.00	\$0.00	\$0.00	\$0.00	\$54,075.00	0
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Supplies and Direct Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

**Budget Summary Totals**

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
\$54,075.00	\$0.00	\$0.00	\$0.00	\$54,075.00

**Export Your Budget Detail Item(s)**

[Export To Excel](#)

**Notes by Grantee to OOG:**

Note from Grantee to OOG



**Statement of Grant Award (SOGA)**

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

<b>Grant Number:</b>	3720901	<b>Award Amount:</b>	\$54,075.00
<b>Date Awarded:</b>	4/9/2019	<b>Grantee Cash Match:</b>	\$0.00
<b>Grant Period:</b>	01/01/2019 - 12/31/2019	<b>Grantee In Kind Match:</b>	\$0.00
<b>Liquidation Date:</b>	03/30/2020	<b>Total Project Cost:</b>	\$54,075.00
<b>Program Fund:</b>	NX-National Crime Statistics Exchange (NCS-X) Implementation Assistance Program		
<b>Grantee Name:</b>	Irving, City of		
<b>Project Title:</b>	NCS-X Initiative		
<b>Grant Manager:</b>	Lauren Rodriguez		
<b>DUNS Number:</b>	064142888		
<b>CFDA:</b>	16.734 - National Crime Statistics Exchange (NCS-X) Implementation Assistance Program		
<b>Federal Awarding Agency:</b>	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Statistics		
<b>Federal Award Date:</b>	9/27/2018		
<b>Federal/State</b>	2018-FU-CX-K049		

**Award ID  
Number:**

**Total Federal  
Award/State  
Funds** \$1,111,000.00

**Appropriated:**

**Pass Thru  
Entity Name:** Texas Office of the Governor – Criminal Justice Division (CJD)

**Is the Award  
R&D:** No

**Federal/State  
Award  
Description:**

The National Crime Statistics Exchange (NCS-X) is an effort to expand the FBI's National Incident-Based Reporting System (NIBRS) into a nationally representative system of incident-based crime statistics. BJS and the FBI are implementing NCS-X with the support of other Department of Justice agencies, including the Office for Victims of Crime. The goal of NCS-X is to enroll a sample of 400 scientifically selected law enforcement agencies to submit data to NIBRS; when these 400 new NIBRS-reporting agencies are combined with the more than 6,600 agencies that currently report to NIBRS, the nation will have a nationally representative system of incident-based crime statistics drawn from the operational data systems of local police departments. These incident-based data will draw upon the attributes and circumstances of criminal incidents and allow for more detailed and transparent descriptions of crime in communities. The current mechanism by which local law enforcement (LE) agencies report data to the FBI's NIBRS, in general, is for local LE agencies to submit data to their state UCR reporting program, and then for the state UCR program to report those data to the FBI. While the FBI does accept NIBRS data directly from a small number of law enforcement agencies, the highly preferred route of reporting is through the state UCR program. The FY2018 solicitation furthers the goals of the NCS-X initiative by providing funding to the remaining states and local agencies in the NCS-X sample in order to assist them transition to NIBRS reporting.

4

# City of Irving Budget Transfers/Adjustments

Fiscal year

Questions? Call your budget analyst.

### Budget Staff Only

Journal number		Date	
Entered by		Agenda Date	

- Transfers** (increase must equal decrease)
  - Associated action – supporting document(s) attached
  - Validated that funds are available to transfer
  - Capital to be purchased is authorized in original budget
- Adjustments**
  - Associated agenda item attached for council date
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- Transferring from salary or benefit accounts
  - Transferring more than 10% of department budget

- Adjustment required when
- Transferring between funds
  - Increasing/decreasing revenues
  - Accepting grants
  - Funding from cash reserves

### Explanation:

Section 108 Guarantee Loan Program to be used for capital projects.

Fund	Org	Account	Program	Activity	Account Name	Increase	Decrease
2078	4259	404105	9058			\$ 3,359,000.00	
2078	4259	56401	9058			\$ 3,359,000.00	
<b>Total</b>						\$ 6,718,000.00	\$ 0.00

Department director or designee signature \_\_\_\_\_ Date: \_\_\_\_\_

City Manager or designee signature \_\_\_\_\_ Date: \_\_\_\_\_

Budget office approval signature BT W \_\_\_\_\_ Date: \_\_\_\_\_

## Shannon Phillips

---

**From:** Steven Mar  
**Sent:** Wednesday, April 17, 2019 8:49 AM  
**To:** Kuntal Desai  
**Cc:** Sandra Stroud; Shannon Phillips  
**Subject:** FW: Fund 2078

Hi Kuntal. Can you please reactivate fund 2078 in FIMSMGR\_FTVFUND? The field that needs to be changed is highlighted below.

B	C	D	E	F	G	H	I	J
UND_FUND	FUND_EFF	UND_ACTIVITY	FUND_USER	UND_NCHG	UND_FYTP	CVFUND_TIT	FTVFUND_STATUS	IND
2078	01-Jul-05	01-Aug-05	FINRPR	11-Aug-05	16	SECTION 10A		Y
2078	11-Aug-05	11-Aug-05	FINCAM	06-Feb-15	16	SECTION 10A		Y
2078	06-Feb-15	06-Feb-15	SMAR	31-Dec-99	16	SECTION 10A		Y

Thanks,  
Steven

**From:** Martin Avila  
**Sent:** Tuesday, April 16, 2019 4:45 PM  
**To:** Steven Mar <[smar@cityofirving.org](mailto:smar@cityofirving.org)>  
**Subject:** RE: Fund 2078

Yes, please re-opened this fund.

**From:** Steven Mar  
**Sent:** Tuesday, April 16, 2019 4:44 PM  
**To:** Martin Avila <[mavila@cityofirving.org](mailto:mavila@cityofirving.org)>  
**Subject:** FW: Fund 2078

I have not re-opened this fund yet...wanted to check with you first

**From:** Sandra Stroud  
**Sent:** Tuesday, April 16, 2019 2:38 PM  
**To:** Steven Mar <[smar@cityofirving.org](mailto:smar@cityofirving.org)>  
**Cc:** Shannon Phillips <[sphillips@cityofirving.org](mailto:sphillips@cityofirving.org)>  
**Subject:** Fund 2078

Will you please reactivate this fund for Section 108 loan.

Thanks,

Sandra  
X4963