AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
THE CITY OF DALLAS, TEXAS
FOR AN ACCELERATED LEVEE SYSTEM EVALUATION

THIS AGREEMENT is entered into this 16 day of SEPT, 2025, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Fort Worth District (hereinafter the "District Commander") and the City of Dallas, Texas (hereinafter the "Non-Federal Interest"), represented by the City Manager.

WITNESSETH, THAT:

WHEREAS, Section 3014(b) of the Water Resources Reform and Development Act of 2014, as amended (42 U.S.C. 4131), authorizes the Secretary of the Army to perform an accelerated levee system evaluation of a federally authorized levee for purposes of the national flood insurance program established under Chapter 1 of the National Flood Insurance Act of 1968 (42 U.S.C. 4011-4033) on a 50 percent cost shared basis; and

WHEREAS, the Government and the Non-Federal Interest have the full authority and capability to perform in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The Government shall undertake a Levee System Evaluation in accordance with the attached Scope of Work, and any modifications thereto, that specifies the scope, cost, and schedule for activities and tasks. In carrying out its obligations under this Agreement, the Non-Federal Interest shall comply with all the requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

2. The Non-Federal Interest shall provide 50 percent of the costs of the Levee System Evaluation in accordance with the provisions of this paragraph. As of the effective date of this Agreement, the costs of the Levee System Evaluation are projected to be $1,696,445.41, with the Government's share of such costs projected to be $848,222.70 and the Non-Federal Interest's share of such costs projected to be $848,222.70.

a. No later than 60 calendar days after the effective date of this Agreement, the Non-Federal Interest shall provide the full amount of its share of costs by delivering a check payable to "FAO, USAED, Fort Worth (M2)" to the District Commander or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

b. If the Government determines at any time that additional funds are needed from the Non-Federal Interest to cover the Non-Federal Interest's costs of the Levee System Evaluation, the Government shall provide the Non-Federal Interest with written notice of the amount of additional funds required. Within 60 calendar days of such notice, the Non-Federal Interest shall provide the Government with the full amount of such additional funds.

c. Following completion or termination of the Levee System Evaluation and resolution of any relevant claims and appeals, the Government shall conduct a final accounting and furnish the Non-Federal Interest with the written results of such final accounting. Should the final accounting determine that additional funds are required from the Non-Federal Interest, the Non-Federal Interest, within 90 calendar days of written notice from the Government, shall provide the Government with the full amount of such additional funds by delivering a check payable to "FAO, USAED, Fort Worth (M2)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Should the final accounting determine that the Non-Federal Interest has provided funds in excess of its required amount, the Government shall refund any remaining unobligated amount. Such final accounting does not limit the Non-Federal Interest's responsibility to pay its share of costs, including contract claims or any other liability that may become known after the final accounting.

3. To the extent practicable and in accordance with Federal laws, regulations, and policies, the Government shall afford the Non-Federal Interest the opportunity to review and comment on contract solicitations prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

4. The Non-Federal Interest shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the provision of the Levee System Evaluation. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

5. Upon 30 calendar days written notice to the other party, either party may elect, without penalty, to terminate completion of the Levee System Evaluation under this Agreement. Any termination shall not relieve the parties of liability for any obligation incurred.

6. The parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

7. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Interest to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government.

8. In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Interest each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

9. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as shown below. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

If to the Non-Federal Interest:
City Manager
1500 Marilla Street, 4EN
Dallas, Texas 75201

If to the Government:
District Commander
Fort Worth District
Room 3A32
819 Taylor Street
Fort Worth, Texas 76102

10. To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

11. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____
Calvin A. Kroeger
COL, U.S. Army
District Commander

DATE: 09/16/2025

CITY OF DALLAS

BY: _____
Kimberly Bizor-Tolbert
City Manager

DATE: **08/25/2025**

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, Jack Ireland, do hereby certify that I am the Chief Financial Officer of the City of Dallas (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the Dallas Floodway Levee System Evaluation; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the maintenance and operation of the Dallas Floodway Project.

IN WITNESS WHEREOF, I have made and executed this certification this 21ST day of JULY, 2025.

BY: _____
Jack Ireland

TITLE: Chief Financial Officer

DATE: 7/21/25

PATRICIA DELGADO
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10/22/27
NOTARY ID 132228310

CERTIFICATE OF AUTHORITY

I, Tammy Palomino, City Attorney, do hereby certify that I am the principal legal officer for the City of Dallas, that the **City of Dallas** is a legally constituted public body with full authority and legal capability to perform the terms of the **Agreement** between the Department of the Army and the **City of Dallas** in connection with the **Dallas Floodway Project**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **Agreement**, and that the person who executed this **Agreement** on behalf of the **City of Dallas** acted within **her** statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 16th day of September 2025.

Tammy L. Palomino
City Attorney

CERTIFICATION REGARDING LOBBYING

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 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, 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 31 U.S.C. 1352. 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.

Kimberly Bizor Tolbert
City Manager

DATE: **08/25/2025**

WHEREAS, Section 3014(b) of the Water Resources Reform and Development Act of 2014, as amended (42 U S C 4131), authorizes the Secretary of the Army to perform an accelerated levee system evaluation of a federally authorized levee for purposes of the national flood insurance program established under Chapter 1 of the National Flood Insurance Act of 1968 (42 U.S.C. 4011-4033) on a 50 percent cost shared basis; and

WHEREAS, the Government and the Non-Federal Interest have the full authority and capability to perform in accordance with the terms of this Agreement.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to approve the total city direct cost share for the Project Partnership Agreement (PPA) with the U.S. Army Corps of Engineers, approved as to form by the City Attorney, for the Project Partnership Agreement to perform an accelerated levee system evaluation of a federally authorized levee for the national flood insurance program established under Chapter 1 of the National Flood Insurance Act of 1968 (42 U.S.C. 4011-4033), in an amount not to exceed $848,222.70.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed $848,222.70 with the U.S. Army Corps of Engineers in accordance with the terms and conditions of the PPA from the Storm Drainage Management Capital Construction Fund, Fund 0063, Department SDM, Unit X227, Activity SD01, Object 3070, Program PB98W397, Encumbrance/Contract No. SDM-2025-00028002, Vendor 352290

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED BY
CITY COUNCIL

JUN 25 2025

CITY SECRETARY