



**Monday, December 21, 2020
City Council Special Meeting**

This meeting will begin at 12:00 p.m.

This meeting will be closed to in person attendance by the public.

A temporary suspension of the Open Meetings Act to allow telephone or videoconference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

**Citizens may join the Zoom Meeting by logging on at: <https://us02web.zoom.us/j/86380896749>
Or Telephone: (Toll Free) 877-853-5247
Webinar ID: 863 8089 6749**

Members of the public who wish to submit their written comments on a listed agenda item must submit their comments by filling out the public meeting speaker form at: <http://www.cityofsachse.com/328/Agendas-Minutes-Videos> or by visiting the Agendas & Minutes button on the homepage of the City's website. Comments must be received before 10:00 a.m. on Monday, December 21, 2020.

The City of Sachse reserves the right to reconvene, recess or realign the workshop meeting, regular meeting, called Executive Session or order of business at any time prior to adjournment.

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. 12:00 PM SPECIAL MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Special Meeting on Monday, December 21, 2020 at 12:00 p.m. to consider the following items of business:

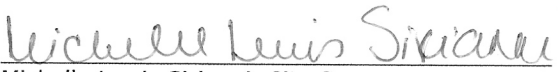
B. Special Agenda Items

1. Consider an Interlocal Agreement between the City of Sachse and Collin County under the County's Emergency Program for recovery of direct public safety costs expended by municipalities located in Collin County to address and respond to COVID-19.

C. Special Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall.



Michelle Lewis Sirianni, City Secretary



Agenda Item Details

Meeting	Dec 21, 2020 - City Council Special Meeting
Category	B. Special Agenda Items
Subject	1. Consider an Interlocal Agreement between the City of Sachse and Collin County under the County's Emergency Program for recovery of direct public safety costs expended by municipalities located in Collin County to address and respond to COVID-19.
Access	Public
Type	Action, Discussion, Information
Recommended Action	Approve as presented.

Public Content

BACKGROUND

Collin County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter "CARES ACT") to address and respond to the effects of the COVID-19 emergency. Assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding, including the cost of public safety employees and those who directly support such employees in public safety departments.

OVERVIEW

The City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred, and for expenditures to assist it with its ongoing responses to COVID-19 as detailed in the CARES ACT, the Direct Costs Program and this Agreement. Municipal Funds may be used for all expenditures that municipalities are eligible to recover under the CARES ACT as described under said Act and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as applies to municipalities. Payments for the performance of governmental functions or services shall be made from current revenues available to the paying party.

On December 14, 2020, the Collin County Commissioners Court unanimously approved a court order to provide additional funds to certain municipalities within Collin County for reimbursement of public safety payroll expenditures. Collin County designated an additional \$270,491.43 of the CARES Act funds it received to be distributed to the City of Sachse. Funds were allocated to each municipality within Collin County (with the exception of the City of Dallas, which received its own allotment of CARES Act funding) by population size. This additional CARES Act distribution is only eligible for reimbursement for COVID-19 expenditures already paid and incurred related to public safety payroll, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.

POLICY CONSIDERATIONS

Each municipality receiving a share of these funds shall deposit them into a special segregated account created by each municipality solely for holding and dispersing the Municipal Funds. This account must be interest-bearing and similarly insured as the municipality's other funds.

RECOMMENDATION

Approve the Interlocal Agreement between the City of Sachse and Collin County under the County's Emergency Program for recovery of direct public safety costs expended by municipalities located in Collin County to address and respond to COVID-19.

[Collin County Public Safety Distribution_final.pdf \(437 KB\)](#)

[Collin County Court Order CARES Act_12-14-2020.pdf \(174 KB\)](#)

[ILA Collin County - Sachse CARES Act - Municipal Direct Public Safety Expense Funding.pdf \(114 KB\)](#)

INTERLOCAL COOPERATION AGREEMENT
[MUNICIPAL DIRECT PUBLIC SAFETY EXPENSE FUNDING]

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Collin County, Texas (hereinafter “County”) and the City of Sachse, Texas (hereinafter “City”) under the County’s Emergency Program for Direct public safety costs expended by Municipalities located in Collin County to address and respond to COVID-19.

1. Program Description. The County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”) to address and respond to the effects of the COVID-19 emergency. Assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding, including the cost of public safety employees, which includes, police officers, city marshals, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.

2. Incorporation of Program. The Order of the Collin County, Texas Commissioners Court establishing a COVID-19 Emergency Program for Direct Public Safety Costs Expended by Municipalities located in Collin County to Address and Respond to COVID-19 (hereinafter “Direct Costs Program”) is attached hereto and incorporated by reference herein.

3. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of \$270,491.43 of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. The account must be an interest-bearing account and similarly insured and protected as the City’s other funds.

4. Use of Municipal Funds. The City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred **related to public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.**

5. City’s Obligations relating to its Use of the Municipal Funds. The City agrees to:

- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures hereunder;
- b) reimburse and return to the Municipal Funds account within thirty days any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City’s Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
- c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement. All documentation shall be delivered to the County no

later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Public Safety Costs Program;

- d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
- e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- f) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
- g) acknowledge and recognize that the source of these Municipal Funds is Collin County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
- h) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs; and
- i) impose similar terms and conditions upon any sub-recipient of its Municipal Funds.

6. Reports. The City shall provide periodic reports relating to the use of the Municipal Funds as requested or required by the County.

7. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

8. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department. **The sole purpose of this funding is for the cost of public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel. Such costs are the only costs eligible for this funding.**

9. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

10. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.

11. No Assignment. The City may not assign this Agreement.

12. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

13. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

14. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

15. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

16. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

COLLIN COUNTY, TEXAS

By: _____
Chris Hill, County Judge

Date

By: _____
Mayor or City Manager

Printed Name

Printed Title

Date

Attest:

City Secretary

State of Texas	\$	Court Order
Collin County	\$	2020-2036-12-14
Commissioners Court	\$	

An order of the Collin County Commissioners Court adopting a program for direct public safety costs expended by municipalities to address and respond to the COVID-19 public health emergency.

The Collin County Commissioners Court hereby authorizes the County Judge to approve the attached order and the accompanying interlocal agreements with participating cities.

1. **Purpose.** Collin County (hereinafter “County”) has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”). Citizens of municipalities located within the County are also citizens of the County. Except for Dallas, no municipalities located in whole or in part in Collin County received CARES ACT funding. The purpose of the program (“Direct Public Safety Costs Program”) is to assist eligible municipalities within the County with their direct COVID-19 expenditures related to public safety so that they can continue to be financially ready to address new challenges that may lie ahead as part of the COVID-19 emergency. The financial health of our municipalities is vital to the overall County health and welfare. The creation of this Program is an authorized use of CARES ACT funding. The City of Dallas is not eligible to participate in this program because it has received its own CARES ACT funding.

Eligible Municipalities under this Program are limited to:

Allen	Frisco	Plano	Wylie
Celina	Lavon	Princeton	Sachse
Fairview	Lucas	Prosper	
Farmersville	McKinney	Richardson	

2. **Sole Source of Funding.** The sole source of funding for each eligible municipalities’ allocated share of the Direct Costs Program is the CARES ACT funding received by the County.
3. **Eligible Expenditures.** This Direct Costs Program only covers expenditures made by municipalities between March 1, 2020 and 11:59 PM December 30, 2020. Committing to an expenditure does not qualify; however an interfund transfer shall qualify. Payment of the expenditure actually has to have been made by 11:59 PM on December 30, 2020. Eligible expenses under this order only include the cost of public safety employees, which include police officers, city marshals, fire marshals, emergency management, firefighters, emergency

medical responders, correctional and detention officer, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.

4. **Total Funding.** The County will make a total of \$28,639,067.33 of CARES ACT funding available for this Direct Costs Program.
5. **Individual Municipal Funding.** The total funding available for the Direct Costs Program will be allocated between each eligible municipality based on its population within the County. Each municipality receiving a share of these funds ("Municipal Funds") shall deposit them into a special segregated account created by each municipality solely for holding and dispersing the Municipal Funds. This account must be interest-bearing and similarly insured as the municipality's other funds.
6. **Use of Funds.** Each eligible municipality receiving an allocation under the Direct Costs Program may use their Municipal Funds for reimbursing the municipality for COVID-19 expenditures already paid and incurred, and for expenditures to assist it with the ongoing responses to COVID-19 as detailed in an ILA with the municipality for the cost of public safety employees only.
7. **Documentation for all Expenditures.** Each municipality receiving Municipal Funds shall be required to document and justify that each disbursement of Municipal Funds was an eligible expenditure under its ILA with the County and the CARES ACT. All documentation shall be due no later than January 15, 2021.
8. **Reimbursement and Recapture of Ineligible Expenditures.** If the County, or its designee, reasonably determines that a municipality's expenditure of Municipal Funds is not an eligible expenditure, then the municipality shall immediately reimburse its Municipal Funds with an amount equal to the amount of the ineligible expenditure from other of its funds. The municipality shall have 30 days of receipt of the County's, or its designee's, determination of an ineligible expenditure to reimburse the ineligible expenditure to its Municipal Funds. If the County has to enforce its ILA it shall be entitled to recover its reasonable attorney's fees and costs incurred in doing so. If the municipality's Municipal Funds account is already closed out, the reimbursement of the ineligible expenditure shall be made directly to the County.
9. **Repayment of Unused Municipal Funds to the County.** If any of a municipality's Municipal Funds are not expended as provided in its ILA with the County by 11:59 PM December 30, 2020, the municipality shall return the unspent Municipal Funds to the County within thirty (30) days.
10. **Interlocal Agreement.** Prior to receiving, and as a condition to receiving, any Municipal Funds, each municipality must enter into an interlocal cooperation agreement with the County which incorporates the terms of this Direct Costs Program and provides for other matters ("ILA"). If the County, in its sole discretion, determines that a municipality has breached its ILA with the County, then the County may

declare the ILA to be in default, and it may require the return and repayment to the County of the remaining balance of the Municipal Funds, including any reimbursements for ineligible expenditures.

11. **Administration Cost.** Because this funding is for the benefit of the municipalities, the municipalities are not entitled to recovery of administrative costs or fees from their Municipal Funds.

A motion was made, seconded, and carried by a majority of the court members in attendance during a regular session on Monday, December 14, 2020.



Chris Hill, County Judge



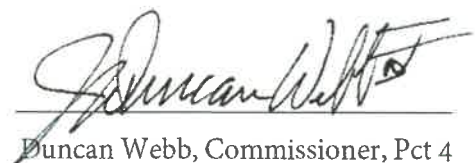
Susan Fletcher, Commissioner, Pct 1



Cheryl Williams, Commissioner, Pct 2



Darrell Hale, Commissioner, Pct 3



Duncan Webb, Commissioner, Pct 4



ATTEST: Stacey Kemp, County Clerk

Public Safety Direct Service Reimbursement 12/15/20

City	Population	%	First Distribution	Public Safety Expenditures	Proposed Distribution
Allen	98,366	10.73%	5,376,848.82	14,138,989.00	3,242,008.08
Celina	12,012	1.31%	656,581.94	3,002,014.08	395,899.00
Fairview	12,091	1.32%	660,930.59	3,726,824.91	398,502.73
Farmersville	3,085	0.34%	168,644.68	646,114.00	101,677.36
Frisco	124,125	13.53%	6,784,894.38	10,083,744.00	4,090,989.29
Lavon	4,101	0.45%	224,171.48	595,549.92	135,163.32
Lucas	6,611	0.72%	361,355.69	716,626.67	217,889.47
McKinney	184,742	20.14%	10,098,347.55	26,350,000.00	6,088,842.24
Plano	293,559	32.01%	16,046,479.36	24,850,389.54	9,675,300.90
Princeton	13,261	1.45%	724,894.87	449,832.09	437,064.32
Prosper	20,103	2.19%	1,098,850.23	5,605,572.02	662,567.23
Richardson	44,295	4.83%	2,421,235.13	6,024,062.88	1,459,902.28
Sachse	8,207	0.89%	448,591.56	434,972.15	270,491.43
Wylie	44,382	4.84%	2,425,994.40	13,565,902.96	1,462,769.68
Total	868,940	94.75%	47,497,820.68	110,190,594.22	28,639,067.33