



City of Sachse, Texas

Meeting Agenda

City Council

Monday, June 5, 2017

7:30 PM

Council Chambers

The Mayor and Sachse City Council request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond or to conduct a phone conversation.

The City Council of the City of Sachse will hold a Regular Meeting on Monday, June 5, 2017, at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:

Invocation and Pledges of Allegiance to U.S. and Texas Flags.

A. Pledge of Allegiance to the Flag of the United States of America: I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands: one nation under God, indivisible, with liberty and justice for all.

B. Pledge of Allegiance to the Texas State Flag: Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

[17-3824](#) Administer Oath of Office to recently elected Council Members.

1. CONSENT AGENDA.

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests.

[17-3827](#) Approve the minutes of the May 15, 2017 joint meeting.

Attachments: [05.15.17 Minutes Joint](#)

[17-3828](#) Approve the minutes of the May 15, 2017 regular meeting.

Attachments: [05.15.17 Minutes](#)

[17-3779](#) Approve Memorandum of Understanding (MOU) with Dallas County regarding the Techshare Prosecutor program.

Attachments: [MOU Agreement](#)

[Exhibit B](#)

[17-3830](#) Accept the Monthly Revenue and Expenditure Report for the period ending April 30, 2017.

Attachments: [GF 04-30-17](#)

[UF 04-30-17](#)

[DS 04-30-17](#)

[SEDC 04-30-17](#)

[Sales Tax Analysis June 2017](#)

2. MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS, CURRENT ACTIVITIES, AND LOCAL ACHIEVEMENTS.

- [17-3833](#) Proclamation recognizing the Sachse Historical Society, organizations, and individuals that assisted in bringing the Vietnam Veterans Moving Wall to the City of Sachse over Memorial Day weekend.

Attachments: [Proclamation](#)

- [17-3806](#) Proclamation recognizing the week of June 5-11, 2017 as National Public Works Week in the City of Sachse.

Attachments: [Proclamation](#)

3. CITIZEN INPUT.

The public is invited at this time to address the Council. The Mayor will ask you to come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement.

4. REGULAR AGENDA ITEMS.

- [17-3825](#) Consider the appointment of Mayor Pro Tem.

- [17-3829](#) Receive citizen input for the 2017-2018 Fiscal Year Budget.

Attachments: [2017-2018 Budget Calendar Revised May 10 2017](#)

- [17-3816](#) Consider an ordinance amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-4 titled "Firearms" by restating Subsection 6-4 (A) titled "Discharge of Firearms Prohibited" and by repealing Subsection 6-4 (B) titled "Possession of Concealed Handgun in City Buildings Prohibited" in its entirety to comply with state law that permits license holders the ability to carry in City buildings except at meetings of the governmental body where appropriate signs are posted in accordance with state law.

Attachments: [Ordinance](#)

- [17-3831](#) Consider a resolution approving the terms and conditions of a mutual aid agreement for North Central Texas Public Works.

Attachments: [Resolution & Agreement](#)

[Exhibit A - Presentation](#)

[Exhibit B - Map](#)

5. EXECUTIVE SESSION.

- [17-3826](#) The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: regarding the yearly review of the City Manager.

6. ADJOURNMENT.

Vision Statement: Sachse is a friendly, vibrant community offering a safe and enjoyable quality of life to all who call Sachse home.

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

As authorized by Section 551.072(2) of the Texas Government Code, this meeting 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.

Posted: June 2, 2017; 5:00 p.m.

Michelle Lewis Sirianni, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements, please contact Michelle Lewis Sirianni, City Secretary, at (972) 495-1212, 48 business hours prior to the scheduled meeting date.



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3824	Version:	1	Name:	Oath of Office - Council
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/18/2017	In control:		In control:	City Council
On agenda:	6/5/2017	Final action:		Final action:	
Title:	Administer Oath of Office to recently elected Council Members.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Oaths of Office - Council

Background

As a result of the May 6, 2017 Election, Councilman Paul Watkins was re-elected to Place 3 through an uncontested race and Councilman Bill Adams was re-elected to Place 4. Each will take the Oath of Office to enable him to assume the duties of his office as required by the City Charter and State Law.

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Administer Oaths of Office to Councilman Watkins and Adams.



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3827 **Version:** 1 **Name:** May 15, 2017 Council joint minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/18/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Approve the minutes of the May 15, 2017 joint meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [05.15.17 Minutes Joint](#)

Date	Ver.	Action By	Action	Result
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Title
May 15, 2017 joint minutes.

Background
Minutes of the May 15, 2017 joint meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the May 15, 2017 joint meeting.

CITY COUNCIL OF THE CITY OF SACHSE

JOINT MEETING MINUTES

MAY 15, 2017

The City Council of the City of Sachse and the Economic Development Corporation (EDC) held a joint meeting on Monday, May 15, 2017 at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. Economic Development Corporation Members Spencer Hauenstein, Lyndsey Monahan, Marcia Harris-Daniel, Michael VanBuskirk, Niloufer Watkins, and Karlos McGhee. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Economic Development Director, Leslyn Blake; Community Development Director, Dusty McAfee; Police Chief, Bryan Sylvester, and Fire Chief, Marty Wade.

Mayor Felix called the meeting to order at 6:35 p.m. and declared a quorum was present of Council.

EDC President Spencer Hauenstein called the meeting to order and declared a quorum was present of the EDC.

EXECUTIVE SESSION: The City Council and Economic Development Corporation shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072 Real Property: to deliberate the purchase, sale and license of real property generally located in the mid-west part of the City.

At 6:35 p.m. the City Council and EDC recessed into Executive Session.

At 7:20 p.m. the City Council and EDC reconvened back into the joint meeting.

No action was taken as a result of Executive Session.

ADJOURNMENT:

At 7:21 p.m. EDC President Spencer Hauenstein adjourned the Economic Development Corporation from the meeting.

At 7:21 p.m. Mayor Felix adjourned the meeting.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3828 **Version:** 1 **Name:** May 15, 2017 Council minutes.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/18/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Approve the minutes of the May 15, 2017 regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [05.15.17 Minutes](#)

Date	Ver.	Action By	Action	Result
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Title
May 15, 2017 regular minutes.

Background
Minutes of the May 15, 2017 regular meeting.

Policy Considerations
None.

Budgetary Considerations
None.

Staff Recommendations
Approve the minutes of the May 15, 2017 regular meeting.

CITY COUNCIL OF THE CITY OF SACHSE

MEETING MINUTES

MAY 15, 2017

The City Council of the City of Sachse held a regular meeting on Monday, May 15, 2017 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Charlie Ross, Council Members Brett Franks, Paul Watkins, Bill Adams, Cullen King, and Jeff Bickerstaff. City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Community Development Director, Dusty McAfee; Parks and Recreation Director, Lance Whitworth; Finance Director, Teresa Savage; Human Resources Director, Melinda Walter; Director of Public Works and Engineering, Greg Peters; Fire Chief, Marty Wade, and Police Chief, Bryan Sylvester.

Mayor Felix opened the meeting at 7:36 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG: The invocation was offered by Councilman King and the pledges by Mayor Pro Tem Ross.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a Council member or citizen so requests.

17-3802 Approve the minutes of the May 1, 2017 workshop meeting.

17-3803 Approve the minutes of the May 1, 2017 regular meeting.

17-3658 Approve an Interlocal Agreement between the municipalities of Lewisville, Burleson, Carrollton, Colleyville, Coppell, Euless, McKinney, Flower Mound, and the City of Sachse to allow Sachse's citizens to access the Bibliotheca cloudLibrary digital resources in the named cities.

17-3779 Approve a Memorandum of Understanding (MOU) with Dallas County regarding the Urban Counties Techshare Juvenile program.

17-3814 Accept the Quarterly Budget and Investment Reports for the quarter ending March 31, 2017.

Councilman Watkins requested to remove item 17-3779.

Mayor Pro Tem Ross made a motion to approve items 17-3802, 17-3803, 17-3658, and 17-3814 as submitted. Councilman King seconded that motion and the motion was unanimously approved.

Councilman Watkins made a motion to table item 17-3779 to the June 5 meeting due to an error staff needs to fix. Councilman King seconded that motion and the motion was unanimously approved.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

17-3801 Receive update on the Vietnam Veterans Moving Wall.

Jim Mathis, co-chair for the event, provided an update to Council. Mr. Mathis informed Council when supplies were being delivered and of the work that has been done thus far. The wall will be set up on May 25 with the event running Friday, May 26 to Monday, May 29. The ceremony will take place on Monday at 11:30 a.m. Visitors will be able to view the wall 24 hours during the event and there will be 24 hour security present. Mr. Mathis also updated the Council on the donations received as well as the marketing/signage that has/will be done. Councilman Franks added that they have been able to get media coverage of the event as well as radio. Mr. Mathis thanked all the hard work by the volunteers, as well as by City staff, and those that have been involved.

Mayor Pro Tem Ross stated on May 18 at 11:00 a.m., the Library is hosting a musical story time; on Saturday, May 20 at 11:30 a.m. the Library will be viewing the movie 'Sing', and on Saturday, June 10 the Library will kick off Summer Reading at 10:00 a.m. The Library is also currently doing a food drive to benefit Five Loaves Pantry. Lastly, the Library will be closed for the Memorial Day holiday from Saturday, May 27 through Monday, May 29.

Councilman Franks noted that on Saturday, June 3, the Baseball Association will have a movie in the park at Heritage Park. They will be featuring Star Wars The Force Awakens.

Mayor Felix added the Red, White, and Blue Blast will take place on Monday, July 3 at Heritage Park.

Councilman Adams commented regarding the article published in the Sachse News regarding the election.

17-3805 Recognize the winners of the Fired Up for Literature Program.

Mayor Felix along with Robert Knappage, the City's Fire Marshal presented the following winners for having the most hours of reading within ten days.

- Noah Leslie and Neil Chintalapudi – Armstrong Elementary
- Ku Soykan – Cox Elementary
- Marin Aldrich – Whitt Elementary
- Vivian Tran – Sewell Elementary

Mayor Felix also recognized and presented Sewell Elementary with a trophy for being the school with students that had the most read hours.

17-3808 Presentation of scholarship award to Sachse High School Senior, Alexander Liehr.

Mayor Felix presented Alexander Liehr with a certificate awarding him as this year's recipient of a \$1,000.00 dollar scholarship provided by Republic Services.

17-3810 Proclamation recognizing the week of May 14, 2017 as National Police Week.

Mayor Felix presented the Chief of Police and Sgt. Fox with a proclamation recognizing the week of May 14, 2017 as National Police Week.

CITIZENS INPUT:

Bobby Tillman, 6314 Ben Road, congratulated the Councilman Watkins and Adams on their re-election to Council. Mr. Tillman also thanked everyone in the community that has assisted with the Veteran's Moving Wall event.

David Anderson, 5104 Eureka Lane, thanked Council for their time serving and expressed his concerns over the recent Facebook posts and posting of personal information.

Ben Peacock, 5108 Brook Hollow, stated he appreciates the Public Works department and their work on fixing the east side of his property, but noted that the west side needs attention and his losing land due to run-off. Mr. Peacock is requesting that the west side be fixed. Mrs. Nash stated that City can control what's on public property, but the City cannot address per City ordinance items on private property. However, the City Council will be discussing at the June 5 workshop meeting the stormwater utility study and encouraged Mr. Peacock to attend.

REGULAR AGENDA ITEMS:

17-3804 Consider a resolution to canvass the results of the May 2017 General and Special Election.

Mrs. Lewis Sirianni stated the City Council must canvass the results of the recent election to make them final. The proposed resolution if approved will be sent to the County and State to finalize the General and Special Election.

Councilman Bickerstaff made a motion to approve a resolution canvassing the results of the May 2017 General and Special Election. Councilman Franks seconded that motion and the motion was unanimously approved.

17-3809 Consider an ordinance approving a negotiated settlement between ACSC and Atmos Energy Corp, Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate

adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if Federal Income Tax Rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC'S legal counsel.

Mrs. Nash introduced this item stating this ordinance if approved will authorize rates by which the monthly residential customer charge will be \$19.60. The monthly bill for the typical residential customer will be see an increase of \$2.04. Mrs. Nash stated that Eva Hummel with Atmos Energy is in attendance to help answer any questions the Council may have.

Councilman King requested a list of infrastructure that is being or has been upgraded in the Sachse area.

Councilman Bickerstaff made a motion to approve an ordinance approving a negotiated settlement between ACSC and Atmos Energy Corp, Mid-Tex Division regarding the company's 2017 rate review mechanism filings; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the settlement tariffs to be just and reasonable and in the public interest; requiring reconciliation and rate adjustments if Federal Income Tax Rates change; terminating the RRM process for 2018 pending renegotiation of RRM terms and conditions; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC'S legal counsel. Councilman King seconded that motion. Motion carries with a 6-0 vote. Councilman Watkins abstained.

17-3821 Discuss infrastructure related to development in the President George Bush Turnpike (PGBT) District.

Mrs. Nash stated the following item will outline key utility infrastructure including water and sewer, which Mr. Peters will present, Mrs. Savage will provide an overview of the Utility Fund, and the financial details by Jason Hughes with Hilltop Securities.

Mr. Peters outlined the key utility infrastructure including the water which consists of the water tower and construction totaling \$4 million dollars, and the sewer consisting of the force and gravity main, the southeast lift station, the Muddy Creek trunk sewer, and construction costs totaling \$11 million dollars. Mr. Peters stated at the April 17 Council meeting, three options were presented to Council. Option one funded the full \$11 million, option two \$6 million for the force and gravity main and the southeast lift station, and option three \$1.5 million to fund and construct only a portion of the sewer. Staff researched and met with the City's financial advisor to review options and develop a funding structure. The Utility Fund is positioned to fund construction of option one for the sanitary sewer infrastructure, and also fund 50% of the construction of the water tower. Mrs. Savage provided a status of Utility Fund including an overview of the utility rates that were

implemented in 2014 which included debt service beginning in FY 2016 and payments occurring in FY 2018. The projected revenues provide coverage for the proposed \$13 million. Mrs. Savage also discussed upcoming projects and projected costs which are funded through reserves. These projects included capital and maintenance projects. Mr. Hughes, the City's financial advisor, stated the City would issue a notice of intent to issue for projects constructing, acquiring, and equipping additions, extensions and improvements to the City's waterworks and sewer system, including a storage tank and sewer lift station and collection lines in an amount not to exceed \$13,150,000. The notice would be published in the local paper on the same day of two consecutive weeks. The sale date would be June 19, 2017. Mr. Hughes presented two separate payout schedules for Council consideration. Mr. Hughes stated that the 25-year repayment schedule is recommended.

Councilman Adams asked if the revenues increase, would the City have the option to pay off early and to confirm this would not affect the tax rate. Mr. Hughes replied yes to both.

Mrs. Nash confirmed based on previous Council conversations that the consensus was to move forward with option one. Next steps would include issuing the notice of intent, property acquisition, and award the design contract.

17-3818 Consider a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Cobb Fendley & Associates Inc. for engineering services related to sanitary sewer design for the President George Bush Turnpike District (PGBT).

Mr. Peters provided an overview of the project scope, the design fee and funding, and the project timeline. This item is for the approval to begin the final design for the PGBT force main and gravity main, the southeast lift station, and the Muddy Creek trunk sewer. The design fee includes the land surveying and engineering design for all three. Mr. Peters stated that the project will continue to move forward with construction in late 2018 and completion in 2019, which is subject to change. Staff is recommending approval of the professional services agreement with Cobb Fendley for the engineering services related to the sanitary sewer design for the President George Bush Turnpike District (PGBT).

Mrs. Nash added that staff will be holding a meeting with the consultant so that they may begin land survey work and begin identifying final alignment for the sewer mains and lift station. The design work that is critical to the PGBT will be completed first, with bid and construction taking place as soon as possible. The Muddy Creek trunk sewer requires additional coordination with FEMA and the Army Corps of engineers, which will require a longer timeline.

No further comments were made by Council.

Councilman King made a motion to approve a resolution approving the terms and conditions of the agreement for professional services between the City of Sachse, Texas, and Cobb Fendley & Associates Inc. for engineering services related to sanitary sewer design for the President George Bush Turnpike District (PGBT). Councilman Watkins seconded that motion and the motion was unanimously approved.

17-3815 Consider adoption of a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for waterworks and sewer system improvements; resolving other matters relating to the subject; and providing an effective date.

Mrs. Nash stated that staff is recommending option one with funding for the design and property acquisition have been allocated through a combination of sources including the water and sewer impact fees, capital projects funds, and utility fund reserves. Mrs. Nash asked for any additional feedback that Council may have regarding the two repayment schedules presented. Mrs. Nash stated that Molly Carson with McCall, Parkhurst & Horton was present if Council had any questions.

Councilman King made a motion to approve a resolution directing the publication of notice of intention to issue combination tax and revenue certificates of obligation to provide funds for waterworks and sewer system improvements with the 25 year repayment schedule as presented. Councilman Watkins seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION: The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.072 Real Property: to deliberate the purchase, sale and license of real property generally located off of SH 78 within the City.

At 9:08 p.m., the Council recessed into Executive Session.

At 10:17 p.m., the Council reconvened back into regular session.

No action was taken.

ADJOURNMENT:

Mayor Felix adjourned the meeting at 10:18 p.m.

MIKE J FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3779	Version:	1	Name:	MOU with Dallas County - Urban Counties Techshare Prosecutor Program
Type:	Agenda Item	Status:			Agenda Ready
File created:	4/18/2017	In control:			City Council
On agenda:	6/5/2017	Final action:			
Title:	Approve Memorandum of Understanding (MOU) with Dallas County regarding the Techshare Prosecutor program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	MOU Agreement Exhibit B				

Date	Ver.	Action By	Action	Result
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Title

Memorandum of Understanding (MOU) with Dallas County - Dallas County Techshare Prosecutor (TSP)

Background

Currently the police department manually files adult criminal cases with the Dallas County District Attorney's Office. Execution of this MOU will allow the department to electronically file cases, improving efficiency of this process. Many agencies across Dallas County have begun filing cases electronically and the technical concept has been proven. Staff has been working with Dallas County representatives regarding this process and are ready to implement upon MOU execution.

The city has previously executed an MOU with Dallas County regarding the electronic filing of Juvenile cases.

Policy Considerations

None.

Budgetary Considerations

None. The City's infrastructure supports the security and other technical requirements within the MOU.

Staff Recommendations

Approve Memorandum of Understanding (MOU) with Dallas County regarding the Dallas County Techshare Prosecutor program.

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

**I.
PARTIES**

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

**II.
RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

III.

PARTICIPATION BY ADDITIONAL PARTICIPATING LOCAL GOVERNMENTS

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

IV.

INCORPORATED DOCUMENTS AND AUTHORITIES

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

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

V.
TERM AND WITHDRAWAL

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

VI.
DATA OWNERSHIP, ACCESS, AND SECURITY

- A. Ownership of Data. It is the intention of the Parties that each Participating Local Government will remain the respective custodian and owner for the portion of the Data that it held by the LEA, unless expressly agreed in writing otherwise.
- B. Use and Disclosure of Data. The Parties acknowledge and agree that the Data shall not be used by the Parties other than in connection with the performance of this MOU/ILA, as

required by law, or as contemplated by the Parties under this MOU/ILA. The LEA shall upload electronic copies of the Data into TSP upon filing a criminal case for prosecution with District Attorney. District Attorney will obtain the use of an electronic copy of the Data once the Data is uploaded to TSP by a local LEA. District Attorney shall not be required to obtain the Data independently of the LEA filing the case for criminal prosecution. Each Party shall be responsible for their individual compliance with the respective confidentiality and security requirements of: (1) the CJIS Policy, (2) Texas law, (3) and federal law with regard to the Data or copies of the Data in that Party's possession. Additionally the Parties agree that the Data shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, unless such action is in compliance with the CJIS Policy, Texas law, and federal law.

- C. Responding to the Public's Requests for Information or Data. The Parties agree that the Data covered by this MOU/ILA is confidential under the CJIS Policy, Texas, and federal law. The Parties shall promptly forward any request for the Data covered by this MOU/ILA from a member of the public to their individual legal counsel to request an opinion by the Texas Attorney General pursuant to the Texas Public Information Act.
- D. Interfaces. Each Party is responsible for developing and maintaining its interfaces to the TSP system at each Party's sole cost and expense.
- E. Security and Access of Data.
 - 1) Each Participating Local Government and their respective LEA must define and set security and access rules for itself that will limit access or use of the Data and TSP to specified law enforcement personnel, for law enforcement purposes only, and that will minimally meet the standards outlined in the attached Exhibit A.
 - 2) The Parties shall require their respective contractors or subcontractors who will have access or potentially have access to the Data covered by this MOU/ILA to execute the CJIS Security Addendum in accordance with the CJIS Policy Section 5.1.1.5. The CJIS Security Addendum is attached as Exhibit B to this MOU/ILA and incorporated herein by reference. The CJIS Security Addendum shall be executed by all Parties' contractors or subcontractors performing services, supervision, work, labor, or other related activities pursuant to this MOU/ILA before obtaining access or potential access to systems processing, storing or transmitting the Data.
 - 3) All Parties to this MOU/ILA are responsible for their individual compliance with the Texas law, federal law, the CJIS Policy, and Texas Department of Public Safety policies, as amended.
 - 4) Each Party shall be responsible for its individual compliance with all audit requirements pursuant to the CJIS Policy and the Texas Department of Public Safety's policies, as amended.

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

VII.

ACCESS TO TSP

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

VIII.

WARRANTIES

No Party to this MOU/ILA warrants the availability, accuracy, quality, reliability or fitness for a particular purpose of any Data or access to TSP made available under this MOU/ILA. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty or merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by all Parties to this MOU/ILA to the maximum extent permitted by applicable law.

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

IX.
NOTICE

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

X.
AMENDMENT

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

XI.
CURRENT REVENUE

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

XII.
FISCAL FUNDING

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

XIII.
APPLICABLE LAW

This MOU/ILA shall be expressly subject to the participating Parties' sovereign immunity and other governmental immunity and all applicable federal and state law. This MOU/ILA

shall be governed by and construed in accordance with the laws of the State of Texas. Sole and exclusive venue for any dispute, claim, or proceeding pursuant to this MOU/ILA shall lie in the courts of competent jurisdiction sitting in Dallas County, Texas.

**XIV.
SEVERABILITY**

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

**XV.
ASSIGNMENT**

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

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

**XVI.
ENTIRE AGREEMENT**

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

**XVII.
RESPONSIBILITIES**

All Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this MOU/ILA without waiving any sovereign immunity, governmental immunity or other defenses available to the Parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All Parties agree that any such liability or damages occurring during the performance of this MOU/ILA caused by the joint or comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATORY PAGES SHALL FOLLOW]

XIX.

BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

COUNTY OF DALLAS

**DALLAS COUNTY
DISTRICT ATTORNEY**

Name: Clay Lewis Jenkins

Title: Dallas County Judge

Date: ____/____/20____

Name: Faith Johnson

Title: Dallas County District Attorney

Date: ____/____/20____

Contact Name & Address: Faith Johnson

Dallas County District Attorney

133 N. Riverfront Blvd., LB 19

Dallas, Texas 75207

Phone: (214) 653-3600

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).

XX.
BINDING AGREEMENT, AUTHORITY, PARTIES BOUND

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

CITY OF SACHSE

Name: Gina Nash

Title: City Manager

Date: 05/15/ 2017

Contact Name & Address: City of Sachse
Gina Nash, City Manager
3815 Sachse Road
Sachse, TX 75048
Phone: (972) 495-1212
Email: gnash@cityofsachse.com

EXHIBIT A

GENERAL SECURITY AND ACCESS OF DATA PROCEDURES

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

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

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

EXHIBIT B

Agency Identification

Agency Name		ORI
Agency Address		
City		Zip
Agency Representative (Title and Name)		
Phone Number		Fax Number
Email address		

Contractor Identification

Company Name		Service Providing Agency	
Company Address			
City		State	Zip
Contractor Representative (Title and Name)			
Phone Number		Fax Number	
Email address			

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee

Date

Printed or Typed Contractor Employee Name

Sex: ____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative

Date

Printed or Typed Name of Contractor
Representative

Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Printed Name of Agency Representative

Signature of Agency Representative

Title

Agency Name and ORI

Date

Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

Title

Vendor Organization Name

Date



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3830 **Version:** 1 **Name:** Monthly Budget Report April 2017
Type: Agenda Item **Status:** Agenda Ready
File created: 5/24/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Accept the Monthly Revenue and Expenditure Report for the period ending April 30, 2017.
Sponsors:
Indexes:
Code sections:
Attachments: [GF 04-30-17](#)
[UF 04-30-17](#)
[DS 04-30-17](#)
[SEDC 04-30-17](#)
[Sales Tax Analysis June 2017](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Title

Monthly Revenue and Expenditure Report for the period ending April 30, 2017.

Background

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, and Sachse Economic Development Corporation for the period ended April 30, 2017, and an analysis of year-to-date sales tax receipts compared to prior year.

Policy Considerations

City Charter requires that the City Manager submit monthly a report covering revenues and expenditures.

Staff Recommendations

Accept the Monthly Revenue and Expenditure Report for the period ending April 30, 2017.

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2017
(Unaudited)

GENERAL FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Property Tax	\$ 10,076,929	\$ (33,564)	\$ 10,241,201	101.63%	A
Sales Tax	1,417,851	105,047	881,120	62.14%	
Franchise Fees	1,690,233	156,487	1,137,009	67.27%	
Licenses and Permits	757,000	68,566	450,777	59.55%	
Service Fees	721,500	62,098	481,424	66.73%	
Fines	280,000	23,479	156,505	55.89%	
Interest Income	12,000	5,623	27,300	227.50%	
Miscellaneous Income	350,946	41,473	185,949	52.99%	
Intergovernmental Revenue	1,024,611	85,384	597,690	58.33%	
Total Revenue	\$ 16,331,070	\$ 514,592	\$ 14,158,974	86.70%	
Expenditure Summary					
City Manager	\$ 383,103	\$ 20,710	\$ 172,871	45.12%	
City Secretary	148,553	10,399	92,673	62.38%	
Human Resources	337,607	17,440	157,973	46.79%	
Finance	548,026	31,783	327,281	59.72%	
Municipal Court	217,130	14,906	115,325	53.11%	
Parks & Recreation	1,164,914	92,228	645,041	55.37%	
Senior Programs	150,433	9,875	95,993	63.81%	
Library Services	458,091	36,560	263,618	57.55%	
Community Development	844,546	65,533	504,733	59.76%	
Streets & Drainage	1,691,786	263,996	951,235	56.23%	
Facilities Maintenance	538,068	40,978	328,543	61.06%	
Police	4,811,657	309,135	2,762,754	57.42%	
Animal Control	210,614	14,779	124,446	59.09%	
Fire/EMS	3,740,453	254,890	2,202,008	58.87%	
Combined Services	381,203	18,331	252,935	66.35%	B
City Engineer	239,302	29,293	154,448	64.54%	
Information Technology	385,183	15,017	262,583	68.17%	C
Total Expenditures	\$ 16,250,669	\$ 1,245,852	\$ 9,414,460	57.93%	
Total Revenue Over/Under Expenses	\$ 80,401	\$ (731,260)	\$ 4,744,514		

Explanation of Major Variances:

- A** Property Tax receipts peak in December and January
- B** Total annual property and liability premium paid in October
- C** New department for FY2017

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2017
(Unaudited)

UTILITY FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Water Revenue	\$ 5,602,656	\$ 516,911	\$ 3,265,840	58.29%	
Sewer Revenue	4,355,842	380,219	2,569,087	58.98%	
Fees	158,500	16,311	115,570	72.91%	
Interest Income	1,500	3,337	14,200	946.67%	
Transfer In-Debt Service					
Miscellaneous Income	-	-	13,969		
Total Revenue	\$ 10,118,498	\$ 916,778	\$ 5,978,665	59.09%	
Expenditure Summary					
Utility Administration	\$ 360,973	\$ 39,049	\$ 189,584	52.52%	
Water Operations	7,043,677	736,566	3,041,897	43.19%	
Sewer Operations	3,737,513	244,457	2,231,746	59.71%	
Meter Reading	576,755	25,256	256,127	44.41%	
Total Expenditures	\$ 11,718,918	\$ 1,045,328	\$ 5,719,354	48.80%	
Total Revenue Over/Under Expenses	\$ (1,600,420)	\$ (128,550)	\$ 259,312		

Explanation of Major Variances:

Monthly Revenue and Expenditure Report
April 30, 2017
(Unaudited)

DEBT SERVICE FUND

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Property Tax	\$ 3,522,138	\$ 13,253	\$ 3,582,964	101.73%	
Interest Income	1,000	300	648	64.77%	
Miscellaneous Receipts		-	4,073		
Total Revenue	\$ 3,523,138	\$ 13,554	\$ 3,587,685	101.83%	
Expenditure Summary					
Fees	\$ 3,500	\$ -	\$ 1,206	34.46%	
Principal	2,325,000	-	2,325,000	100.00%	A
Interest	1,180,897	-	599,224	50.74%	A
Transfer Out	1,202,427	-	1,202,427	100.00%	B
Total Expenditures	\$ 4,711,824	\$ -	\$ 4,127,857	\$ 3	
Total Revenue Over/Under Expenses	\$ (1,188,686)	\$ 13,554	\$ (540,172)		

A Principal payments are due in February and interest payments in February and August

B Transfer proceeds from 2016 Tax Notes to Capital Projects for prepayment of Fire Apparatus

City of Sachse
Monthly Revenue and Expenditure Report
April 30, 2017
(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

58% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 58%
Revenue Summary					
Sales Tax	\$ 691,944	\$ 48,350	\$ 438,587	63.38%	
Other Income	\$ -	\$ -	\$ 502,845		A
Interest Income	3,000	257	1,413	47.11%	
Total Revenue	\$ 694,944	\$ 48,607	\$ 942,845	135.67%	
Expenditure Summary					
Expenditures	688,809	27,086	170,442	24.74%	
Total Expenditures	\$ 688,809	\$ 27,086	\$ 170,442	24.74%	
Total Revenue Over/Under Expenses	\$ 6,135	\$ 21,521	\$ 772,402		

Explanation of Major Variances:

A Proceeds from sale of land

CITY OF SACHSE

2016/2017 SALES TAX ANALYSIS

FY 2016	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2017	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	156,703	89,540	89,540	7.34%	October	204,011	116,572	116,572	9.56%
November	223,828	127,895	217,435	17.83%	November	269,073	153,748	270,320	19.53%
December	162,793	93,020	310,455	25.46%	December	195,780	111,868	382,188	27.62%
January	198,309	113,314	423,769	34.75%	January	198,694	113,534	495,722	35.82%
February	278,265	159,001	582,769	47.79%	February	295,944	169,102	664,824	48.04%
March	168,935	96,530	679,299	55.70%	March	202,397	115,649	780,473	56.40%
April	165,486	94,559	773,858	63.46%	April	169,232	96,699	877,172	63.38%
May	269,268	153,860	927,718	76.07%	May	248,537	142,014	1,019,186	73.65%
June	190,617	108,919	1,036,636	85.00%	June				
July	189,206	108,113	1,144,749	93.87%	July				
August	265,824	151,892	1,296,641	106.32%	August				
September	196,876	112,495	1,409,136	115.55%	September				
TOTAL	2,466,111	1,409,136			TOTAL	1,783,668	1,019,186		
BUDGET		1,219,518			BUDGET		1,383,888		



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3833	Version:	1	Name:	Proclamation for Sachse Historical Society for the Moving Wall
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/31/2017	In control:		In control:	City Council
On agenda:	6/5/2017	Final action:		Final action:	
Title:	Proclamation recognizing the Sachse Historical Society, organizations, and individuals that assisted in bringing the Vietnam Veterans Moving Wall to the City of Sachse over Memorial Day weekend.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Proclamation				

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing the Sachse Historical Society, organizations and individuals that assisted in bringing the Vietnam Veterans Moving Wall to the City of Sachse.

Background

The City of Sachse hosted the Vietnam Veterans Moving Wall over Memorial Day weekend. We would like to recognize all those that were involved in this historic event. The City of Sachse is lucky to have individuals and organizations such as those that have dedicated their time and talents to bring the Vietnam Veterans Moving Wall Memorial to Sachse. You have made it possible for so many to pay homage to the men and women who lost their lives during the Vietnam War. We want you to know how much we appreciate all of your dedication, as we realize that sometimes it may feel like a thankless job. Among those that we would like to recognize is the Sachse Historical Society, for without your efforts, this amazing memorial would not have been brought to Sachse. Also, the Moving Wall Committee members that put in countless hours of planning prior to the wall's arrival, setting up, and working during the 4 days that the wall was here on the campus. Committee members include Jim Mathis and myself as co-chairs, members Ed Brown, Bob Soule, Diana Smith, Patty Mathis, Bobby Tillman, Cyndi Mitchell, Tricia Lindsey (who represented CERT), Parks Foreman Mario Bautista, Cynthia Wiseman and Police Chief Bryan Sylvester. Also, CERT member Chance Lindsey and all of the CERT volunteers for providing traffic control, waters and medical assistance to those that attended this 4 day event. Thank you to the Sachse Garden Club President Jackie Eichelberger and garden club members that assisted with landscaping for the walkway and their volunteer hours assisting visitors of the wall. Thank you to the countless volunteers that registered to assist each day in helping visitors find the names of their loved ones on the wall. Thank you to Bryan Tillman (Bobby Tillman's son) for putting together the motorcycle escort that brought the wall into Sachse. A big thank

you should also go to the Whiskers for Wounded Warriors who guarded the wall each night and their organization President, Mike Wilburn for organizing their volunteers. There were countless veterans that came to visit the wall and felt so moved and compelled to stay and volunteer their time to help during the event and we thank you as well. Thank you to the City Departments that assisted including: Parks & Recreation, Police, Fire, Building Maintenance, Public Works, and Library. Thank you to those that helped put a beautiful program together on Memorial Day. A thank you to the Sachse EDC for approving a grant to assist the funding of the wall, thankfully we did not need it due to all the sponsors and donors that helped fund the wall coming to Sachse. And, thank you to the Sachse City Council members who embraced the idea and supported the Wall coming to Sachse. This was a historical event for the citizens of Sachse, and is one that many of us will never forget.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Present Proclamation to representatives of the Sachse Historical Society.

PROCLAMATION

WHEREAS, "The Moving Wall" is the half-size replica of the Washington, DC Vietnam Veterans Memorial and has been touring the country for over thirty years; and

WHEREAS, The Vietnam Veterans Moving Wall Memorial was designed by John Devitt and went on display for the first time in October of 1984; and

WHEREAS, "The Moving Wall" was built to bring the message of hope and healing to Vietnam Veterans, their families and friends, and those who could not travel to Washington DC; and

WHEREAS, Millions of Americans visit the Moving Wall each year, making it one of the most visited memorials of its kind; and

WHEREAS, The Sachse Historical Society and its' members dedicated countless hours of their time and efforts in bringing the Vietnam Veterans Moving Wall to Sachse; and

WHEREAS, Thousands came to visit and remember the over 58,000 men and women whose names are forever etched in the Wall.

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, do hereby salute the efforts of the Sachse Historical Society in bringing this monument to Sachse that honors our veterans.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 5th day of June, 2017.

Mike J. Felix
Mayor



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3806 **Version:** 1 **Name:** Public Works Week Proclamation
Type: Agenda Item **Status:** Agenda Ready
File created: 5/8/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Proclamation recognizing the week of June 5-11, 2017 as National Public Works Week in the City of Sachse.
Sponsors:
Indexes:
Code sections:
Attachments: [Proclamation](#)

Date	Ver.	Action By	Action	Result
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Title

Proclamation recognizing the week of June 5-11, 2017 as National Public Works Week in the City of Sachse.

Background

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Across North America, more than 29,000 APWA members in the U.S. and Canada use a week to energize and educate the public on the importance of public works.

Public works infrastructure, facilities, and services provided in our community are a vital part of our citizens' everyday lives. The quality and effectiveness of Sachse's water works, sanitary sewers, storm sewers, and street systems as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works staff. It is in the public interest for the citizens of Sachse to maintain a progressive interest in the public works programs of their community.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Present Proclamation to the Public Works Department.

PROCLAMATION

WHEREAS, public works infrastructure, facilities, and services provided in our community are a vital part of our citizens' everyday lives, and

WHEREAS, the quality and effectiveness of Sachse's water works, sanitary sewers, storm sewers, and street systems as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works staff, and

WHEREAS, the qualified and dedicated personnel who staff our Public Works Department serve to improve the health, safety, welfare, and quality of life for our citizens, and

WHEREAS, it is in the public interest for the citizens of Sachse to maintain a progressive interest in the public works programs of their community, and

I, THEREFORE, Mike Felix, Mayor of the City of Sachse, do hereby proclaim: **June 5-11, 2017 as National Public Works Week in Sachse** and urge all citizens to recognize the contributions which public works officials make every day to our health, safety, welfare, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sachse, Texas to be affixed this the 5th day of June, 2017.

Mike J. Felix
Mayor



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3825 **Version:** 1 **Name:** Consider the election of a Mayor Pro Tem.
Type: Agenda Item **Status:** Agenda Ready
File created: 5/18/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Consider the appointment of Mayor Pro Tem.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Appointment of Mayor Pro Tem

Background

Sachse Home Rule Charter Section 3.05 reads:

Sec. 3.05 - MAYOR AND MAYOR PRO TEM (1) The Mayor shall be the official head of the city government. He shall be the chairman and shall preside at all meetings of the City Council. The Mayor shall have the same voting rights and responsibilities as the other members of the City Council, but shall have no power to veto. He shall, when authorized by the City Council, sign all official documents, such as ordinances, resolutions, conveyances, grant agreements, official plats, contracts and bonds. He shall perform such other duties consistent with this Charter as may be imposed upon him by the city council. **(2) The Mayor Pro Tem shall be a City Council member elected by the City Council at the first regular meeting after each regular election of the City Council Members and/or Mayor. The Mayor Pro Tem shall temporarily act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.**

Previous Mayor Pro Tems have been as follows:

Charlie Ross	2016/2017
Brett Franks	2015/2016
Jeff Bickerstaff	2014/2015
Bill Adams	2013/2014
Jared Patterson	2012/2013
Charles Smith	2011/2012
Cullen King	2010/2011
Bill Adams	2009/2010

Policy Considerations

None.

Budgetary Considerations

None.

Staff Recommendations

Appoint a Mayor Pro Tem.



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3829 **Version:** 2 **Name:** Early Citizen Input on 2018 Budget
Type: Agenda Item **Status:** Agenda Ready
File created: 5/24/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Receive citizen input for the 2017-2018 Fiscal Year Budget.

Sponsors:

Indexes:

Code sections:

Attachments: [2017-2018 Budget Calendar Revised May 10 2017](#)

Date	Ver.	Action By	Action	Result
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Title

Citizen input for the 2017-2018 Fiscal Year Budget.

Background

The purpose of this agenda item is to obtain information and ideas on programs and services that the citizens of Sachse would like to see continued, enhanced, or initiated for the fiscal year beginning October 1, 2017 and ending September 30, 2018.

All comments and suggestions are customarily heard and noted with followup direction to the City Manager from City Council whether to include or not include Citizen recommendations in the budget process.

The Citizens of Sachse are encouraged to follow the budget process by reviewing posted agendas and required publications in the Sachse News, Wylie News, or by browsing the City's website. The budget calendar is posted and updated on the City's website.

Policy Considerations

N/A

Budgetary Considerations

N/A

Staff Recommendations

No action is required on this item. It is suggested that the Mayor and Council open the floor to the public to receive input regarding budgetary considerations for the fiscal budget beginning October 1, 2017.

Budget Calendar (2017-2018 Fiscal Year)

March 15	Budget kick-off meeting with departments
March 18	City Council retreat/goal-setting
April 3	IT and personnel related budget requests due.
April – June	Analysis of revenue assumptions and forecast revenue for next fiscal year
May 5	Departmental operating budget requests due to Finance Department.
May 15	SEDC Board Meeting—first draft budget provided to Board
June 2	Finance Department presents total budget requests to City Manager.
June 5	Public Hearing to allow early citizen input
June 6-13	City Manager reviews budget requests with departments and provides preliminary direction regarding appropriate budget guidelines and strategy.
June 15	SEDC Board Meeting—first review of proposed budget
June 19	City Council Meeting—preliminary budget, multi-year presentation, and Strategic Plan
June 30	Finance Department provides draft presentation to City Manager in advance of budget workshop on July 17.
July 17	Budget Workshop (moved to Monday night from Saturday)
July 20	SEDC Board Meeting—final review of proposed budget
July 25	Certified values available from Appraisal Districts
July 31	Calculated tax rates available from Dallas County
August 7	City Council Meeting—accept certified tax rolls, City Manager presents budget to Council; City Council determines maximum tax rate; schedule public hearings; record vote; discuss budget and tax rate.
August 10	Publication of Effective and Rollback rates and required schedules
August 17	SEDC Board Meeting—approve budget
August 21	City Council Meeting—first public hearings, discuss budget, review financial policies and master fee schedule.

September 5	Special City Council meeting; discuss budget and tax rate(optional); second public hearings.
September 18	Regular City Council meeting; adopt budget and tax rate; adopt master fee schedule.
October 1	New fiscal year begins. Begin tracking performance measures.
November 30	Budget document is finalized and distributed.



City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3816	Version:	1	Name:	Code of Ordinances - Firearms
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/10/2017	In control:		In control:	City Council
On agenda:	6/5/2017	Final action:		Final action:	
Title:	Consider an ordinance amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-4 titled "Firearms" by restating Subsection 6-4 (A) titled "Discharge of Firearms Prohibited" and by repealing Subsection 6-4 (B) titled "Possession of Concealed Handgun in City Buildings Prohibited" in it's entirety to comply with state law that permits license holders the ability to carry in City buildings except at meetings of the governmental body where appropriate signs are posted in accordance with state law.				

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance](#)

Date	Ver.	Action By	Action	Result
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Title

Amend Chapter 6 (Health & Sanitation), Section 6-4 "Firearms"

Background

The City's Code of Ordinances currently reflects the following:

A. Discharge of firearms prohibited.

(1) A person commits an offense if he or she discharges or cause to be discharged within the city limits:

(a) Any firearm, rifle, shotgun, automatic rifle, revolved [revolver], pistol, or any other weapon designed for the purpose of firing or discharging a shall [shell] or cartridge, whether such shell or cartridge is blank or live ammunition, or

(b) Any B-B gun, pellet gun, air rifle, bow and arrow, or other device, manufactured, altered or intended to cause any material, item or thing to become a projectile.

(2) It is a defense to prosecution under paragraph (1) of this subsection A that the person:

(a) Was a law enforcement peace officer acting in the performance of his or her official;

(b) Fired a weapon under circumstances which were justified under the provisions of the Texas Penal Code; or

(c) Fired a weapon on his or her own property at a predatory animal in order to protect livestock, poultry or domestic animals from attack, and that the fired projectile did not cross a property line.

B. Possession of concealed handgun in city buildings prohibited.

(1) A person, other than a licensed peace officer, commits an offense if he or she possesses a concealed handgun in a city building, regardless of whether or not the person is duly licensed by the State of Texas to carry a concealed handgun.

(2) For purposes of paragraph (1) of this subsection B, the term "city building" is defined as any building or portion of a building owned, occupied, leased, or controlled by the City of Sachse, Texas, for city operations and activities, governmental or proprietary. The term does not include any public or private driveway, street, sidewalk or walkway, parking lot, parking garage, or other parking area.

(3) For purposes of paragraph (1) of this subsection B, the term "handgun" is defined as any firearm that is made, designed, or adapted to be fired with one hand, and the term "concealed handgun" is defined as a handgun, the presence of which is not openly discernible to the ordinary observation of a reasonable person.

The Texas Legislature in 2015 passed a bill allowing concealed handgun owners to begin carrying handguns openly. The bill was signed into law in June, 2015 and took effect in January, 2016. The City's Code of Ordinances currently reflects that a person would be committing an offense if they were in possession of a concealed handgun. Due to this law change, the City should amend the Code to reflect the current law.

Policy Consideration

None.

Budgetary Consideration

None.

Recommendation

Approve an ordinance amending the Code of Ordinances by amending Chapter 6 titled "Health and Sanitation" by amending Section 6-4 titled "Firearms" by restating Subsection 6-4 (A) titled "Discharge of Firearms Prohibited" and by repealing Subsection 6-4 (B) titled "Possession of Concealed Handgun in City Buildings Prohibited" in it's entirety to comply with state law that permits license holders the ability to carry in City buildings except at meetings of the governmental body where appropriate signs are posted in accordance with state law.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6 TITLED “HEALTH AND SANITATION”, BY AMENDING SECTION 6-4 TITLED “FIREARMS” BY RESTATING SUBSECTION 6-4 (A) TITLED “DISCHARGE OF FIREARMS PROHIBITED” AND BY REPEALING SUBSECTION 6-4 (B) TITLED “POSSESSION OF CONCEALED HANDGUN IN CITY BUILDINGS PROHIBITED” IN ITS ENTIRETY TO COMPLY WITH STATE LAW THAT PERMITS LICENSE HOLDERS THE ABILITY TO CARRY IN CITY BUILDINGS EXCEPT AT MEETINGS OF THE GOVERNMENTAL BODY WHERE APPROPRIATE SIGNS ARE POSTED IN ACCORDANCE WITH STATE LAW; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED FIVE HUNDRED DOLLARS (\$500.00) AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. That the City of Sachse Code of Ordinances is amended by amending Chapter 6 titled “Health and Sanitation”, by amending Section 6-4 titled “Firearms” by restating subsection 6-4 (A) titled “Discharge of firearms prohibited” and by repealing subsection 6-4 (B) titled “Possession of concealed handgun in city buildings prohibited” in its entirety, to read as follows:

“Chapter 6

HEALTH AND SANITATION

...

Sec. 6-4. Firearms.

A. Discharge of firearms prohibited.

- (1) A person commits an offense if he or she discharges or causes to be discharged within the city limits:
 - (a) Any firearm, rifle, shotgun, automatic rifle, revolved [revolver], pistol, or any other weapon designed for the purpose of firing or discharging a shell or cartridge, whether such shell or cartridge is blank or live ammunition, or
 - (b) Any B-B gun, pellet gun, air rifle, bow and arrow, or other device, manufactured, altered or intended to cause any material, item or thing to become a projectile.

- (2) It is a defense to prosecution under paragraph (1) of this subsection A that the person:
- (a) Was a law enforcement peace officer acting in the performance of his or her official;
 - (b) Fired a weapon under circumstances which were justified under the provisions of the Texas Penal Code; or
 - (c) Fired a weapon on his or her own property at a predatory animal in order to protect livestock, poultry or domestic animals from attack, and that the fired projectile did not cross a property line.

Sec. 6-5. Automobile junk or wrecking yards.

...”

SECTION 2. That all provisions of the Ordinances of the City of Sachse, Texas in conflict with the provisions of this Ordinance be and the same are hereby, repealed, and that all other provisions of the Ordinances of the City of Sachse not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 4. An offense committed before the effective date of this Ordinance is governed by state law and the provisions of the Ordinances of the City of Sachse, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. That any person, firm, or corporation violating any provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. This Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

PASSED AND APPROVED by the City Council of the City of Sachse, Texas on the _____ day of _____, 2017.

APPROVED:

Mike J. Felix
Mayor

DULY ENROLLED:

Michelle Lewis Sirianni
City Secretary

APPROVED AS TO FORM:

Peter G. Smith
City Attorney
(05-17-17/86334)



City of Sachse, Texas

Legislation Details (With Text)

File #: 17-3831 **Version:** 1 **Name:** Mutual aid agreement for North Texas Public Works
Type: Agenda Item **Status:** Agenda Ready
File created: 5/24/2017 **In control:** City Council
On agenda: 6/5/2017 **Final action:**
Title: Consider a resolution approving the terms and conditions of a mutual aid agreement for North Central Texas Public Works.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution & Agreement](#)
[Exhibit A - Presentation](#)
[Exhibit B - Map](#)

Date	Ver.	Action By	Action	Result
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Title

Mutual Aid Agreement for North Central Texas Public Works

Background

The North Central Texas Council of Governments has created a Public Works Emergency Response Team (PWERT), to provide public works assistance when an emergency or disaster overwhelms local resources. The response team was created by and for local governments and operates on a voluntary quid pro quo basis. PWERT first deployed in answer to calls for assistance during the April 3, 2012 tornados across North Texas and continues to grow to meet regional needs. The PWERT Mutual Aid Agreement, required to be approved by local city councils or county commissioners prior to membership, is attached to the resolution for this item.

A copy of the PWERT presentation for communities is attached as exhibit A. A map of participating communities, including Sachse is attached as exhibit B.

This agreement provides the terms and conditions for communities to request assistance and to provide assistance during and following emergencies and/or disasters. The agreement further provides planning and operating procedures for such requests and responses, to allow for better coordination of efforts and resources.

While Sachse has been informally considered a member by NCTCOG (as shown on the attached map), the Mutual Aid Agreement will formalize our participation in the group.

Providing Aid

Each member may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance in their own City/County. A member may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Funding

A member that requests aid is not responsible for reimbursing the responding members during the first operational period. However, after the first operational period, reimbursement is required. The first operational period is considered the first 36 hours from the time of the request.

Policy Considerations

It is the responsibility of the City of Sachse to protect the health, safety, and welfare of our citizens. This agreement improves the ability of the City of Sachse to request and receive help from neighboring communities during an emergency or disaster. In addition, the agreement provides terms and conditions by which the City of Sachse can choose to assist other neighboring communities during an emergency or disaster.

The mutual aid agreement is authorized under the following:

- Interlocal Cooperation Act - Chapter 791 - Texas Government Code
- Texas Disaster Act of 1975 - Chapter 418 - Texas Government Code
- Texas Statewide Mutual Aid System of the Emergency Management Chapter - Subchapter E-1 - Texas Government Code

Budgetary Considerations

None at this time.

Staff Recommendations

Staff recommends approval of a resolution approving the terms and conditions of a Mutual Aid Agreement for North Central Texas Public Works.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS,
APPROVING A MUTUAL AID AGREEMENT FOR NORTH TEXAS PUBLIC
WORKS; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Chapter 791 of the Texas Government Code provides authorization for local governments to contract with each other for the performance of governmental functions and services; and

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual governmental entity; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties that wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

WHEREAS, upon full review and consideration of the Mutual Aid Agreement and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved.

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

SECTION 1. That the Mayor or City Manager is authorized to execute the Mutual Aid Agreement, attached hereto as Exhibit "A".

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the 5th day of June, 2017.

APPROVED:

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

This mutual aid agreement ("Agreement") is entered into by, between, and among the North Central Texas Participating Local Governments and/or Public/Political Sub-Divisions located wholly or partially within the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and/or Public/Political Sub-Divisions of the State of Texas adopting this agreement upon a formal order of their respective governing bodies as provided therein may be referred to in this Agreement individually as "Party" and collectively as "Parties." By signing this document, and sending it to the Public Works Emergency Response Team, at an address maintained by the NCTCOG, the agency has indicated that it consents to be a party to this emergency mutual aid agreement, and acknowledges that it is not necessary to receive copies of the agreement from other agencies that are party to such agreement.

RECITALS

WHEREAS, the Parties recognize the vulnerability of the people and communities located within local governments and public subdivisions to damage, injury, and loss of life and property resulting in emergencies, disasters or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual (governmental entity) (Party); and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an emergency, disaster or civil emergency or public works emergency; and

WHEREAS, the Parties *that* wish to make suitable arrangements to provide Mutual Aid are so authorized, and make this Agreement pursuant to *all governmental power inherent in home rule and other municipalities and all statutory authority, including, but not limited to, the Interlocal Cooperation Act Chapter 791 of the Texas Government Code); the Texas Disaster Act of 1975 as amended Chapter 418 of the Texas Government Code including the Texas Statewide Mutual Aid System of the Emergency Management Chapter, set out in Subchapter E-1 of Texas Government Code, Section 418.111 et seq, and any amendments to that authority or other authority that may be set out in the constitution of laws of the State of Texas;*

WHEREAS, it is understood that the creation of this Agreement and the Texas Statewide Mutual Aid System (SB11) under Chapter 418 E-1 does not replace or supersede existing mutual aid agreements or interfere with the ability of municipalities to enter into written mutual aid agreements in the future. It is understood that if a written agreement is entered into by governmental entities or municipalities requesting resources, then the terms of that agreement control the rights and responsibilities of the participating parties to the extent the agreement provides terms that differ from the Texas Statewide Mutual Aid System.

WHEREAS, it is expressly understood that any mutual aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the "Texas Disaster Act" and other applicable provision of law and except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid Plans;

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

Section 1: Incorporation: The above whereas provisions and statements are incorporated as if written word for word below.

Section 2: Purpose: This Agreement is hereby established to provide planning and operating procedures whereby public works related Agencies may request aid and assistance in the form of personnel, equipment, materials and/or other associated services from other public works related agencies. This agreement allows for better coordination of efforts, identifies available resources and helps ensure that timely aid can be provided.

Section 3: Definitions

- A. "Agency" means any municipal public works agency, township road district, county highway departments, or any Public/Political sub-division that performs a public works function that abides by the provisions as found in this Agreement.
- B. "Administrative Agency" means the entity designated by the Parties to be responsible for maintaining the documents associated with this Agreement including distributing Point of Contact and Resource Inventory information.
- C. "Assisting Party" or "Responding Party" means the agency or organization which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.
- D. "Civil Emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
- E. "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including but not limited to fire, flood, earthquake, wind, storm, wave action, winter storm, biological or health hazards, dam or levee break, drought, explosion, riot,, acts of terrorism and other public calamity requiring emergency action or requiring homeland security activity (as that term is defined in Chapter 421 of the Texas Government Code entitled Homeland Security) that is or likely to be, beyond the control of the services personnel equipment and facilities of a Party that requires assistance under this Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.
- F. "Emergency" means any occurrence or threat thereof, whether natural or caused by man, in war or in peace, which results in substantial injury or harm to the population, or substantial damage to or loss of property.
- G. "Homeland security activity" means any activity related to the prevention or discovery of, response to, or recovery from a terrorist attack, natural or man-made disaster, hostile military or paramilitary action, or extraordinary law enforcement emergency.
- H. "Mutual Aid" means providing resources such as personnel, equipment, services and supplies. These resources support typical public works missions or tasks such as: removal of debris, restoration of water/wastewater operations, flood control, infrastructure system repairs, standby power, and damage assessment.

**NORTH CENTRAL TEXAS PUBLIC WORKS
MUTUAL AID AGREEMENT**

- I. "National Incident Management System (NIMS)" means a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.
- J. "Operational Period" shall mean a period of time beginning at the time of the request for Mutual Aid and lasting no longer than thirty six (36) hours. Typically assistance would be given in Twelve (12) hour shifts for operational efficiencies. It is the intention of this mutual aid to be for assistance in the initial response to the emergency and not part of the long term recovery. If assistance is requested beyond the initial 36 hours, then the Requesting Party must work with the Responding Party directly and put in place a mutual agreeable contract and payment for services rendered. It is also understood that any agency responding under this mutual aid agreement will not receive any reimbursement for their mutual aid assistance up to the first 36 hours, even if the event becomes a declared emergency by the President. After the first 36 hours repayment shall be provided. It is also understood that any agency for any reason may decline to assist or recall their mutual aid at any time.
- K. "Point of Contact" means a person and/or an agency's department/office serving as the coordinator or focal point of information dealing with public works emergency response activities.
- L. "Public Works Emergency Response Team" (PWERT) means a working group of Public Works Officials representing their agencies; whose mission is to develop and maintain a region wide network of public works' related agencies. This teams' principal purpose is to provide mutual aid response and recovery assistance, to each other, when confronted with natural or man-made emergencies or disasters. This Group is designated as the Administrative Agency to manage this Agreement.
- M. "Requesting Party" means the agency or organization receiving aid and assistance from an Assisting Party.
- N. Public/Political Sub-Division means a basic level of independent local government or quasi-government authorized by Section 52 of the Texas Constitution that typically have a specific or limited purpose including Dallas Fort Worth International Airport, Toll Authorities, independent school districts, water or wastewater districts and improvement and economic development districts and exist separately from general purpose local governments such as county, city or townships.

Section 4: Term

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remaining binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless such time as the governing body of a Party terminates its participation in this Agreement pursuant to Section 5 of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties

NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Section 5: Termination

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Public Works Mutual Aid. The Governing Body of a Party shall, by Resolution, give notice of termination of participation in this Agreement and submit a copy of such resolution to the Administrative Agency and all other Parties. Such termination shall become effective thirty (30) days after filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

Section 6: Responsibility of Parties

Provision of Aid: Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time for any reason, or to recall aid that has been deployed at any time.

Section 7: Request for Assistance: The request for assistance will:

- A. Be made only with a Declaration of a state of Local Civil Emergency or Declaration of Disaster by a Requesting Party pursuant to Section 418.108, Texas Government Code or after a proclamation of a State of Emergency under Section 433.001, Texas Government Code,
- B. Be made only without a Declaration of a state of Local Civil Emergency or Declaration of Disaster if the Requesting Party expects to use the resource(s) for less than one Operational Period or if the declaration of emergency is expected to be issued during the first Operational Period.
- C. Be made by the highest ranking authority of Requesting Party available at the time of need,
- D. Be made to the highest ranking authority of the Responding Party available at the time of need, and
- E. Specify to the greatest extent possible the nature of the problem requiring assistance and the resources requested.

Section 8: Procedures for Requests and Provision of Mutual Aid: See Attachment 1

Section 9: Cost Limitation

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Section 3 of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

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Section 10: Expending Funds:

A Responding Party that performs services or furnishes aid pursuant to this Agreement shall do so with their own current funds. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

Section 11: Insurance

- A. Worker's Compensation Coverage: Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.
- B. Automobile Liability Coverage: Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.
- C. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

Section 12: Miscellaneous

- A. Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 12E below.
- B. Other Mutual Aid Agreements: This Agreement is not intended to replace or conflict with - local mutual aid agreements for other emergency response needs such as fire and police or for the other purposes
- C. Severability: If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provision of the Agreement that can be given effect without the invalid provision, and to this end the provisions of the Agreement are severable.
- D. Validity and Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made as part of the Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirement of the limitations, and so modified, this Agreement shall continue in full force and affect.
- E. Amendment: This Agreement may be amended only by the mutual written consent of the Parties.
- F. Governing Law and Venue: The Laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event an Emergency or Disaster physically occurring in more

**NORTH CENTRAL TEXAS PUBLIC WORKS
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than one county that is a Party thereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

- G. Signatories: The PWERT shall be the official repository of original pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of their own originally signed document with an additional individual signature page from their Agency to be filed with the PWERT under this Agreement. *PWERT will maintain contact information from all of the parties and provide for a means of communication whenever there is a need to call for mutual aid. This agreement may be signed in multiple copies, and it is only necessary for the agencies to notify the PWERT and keep them informed of the contact information.*
- H. PWERT – the Administrative Agency, managing this agreement, provides for one membership seat for each participating agency and one alternate seat. The primary seat should be held by a Public Works Official or designee. The alternate seat should be held by a member of the jurisdiction of the Emergency Management Division or designee. The jurisdiction is not required to fill the seats, but, it is strongly recommended, in order to receive information and training for emergency response.

EXECUTED this _____ day of _____, 2013

_____, Texas
(Local Jurisdiction)

By: _____

Printed Name: _____

Title: _____

Attachment 1

PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS PUBLIC WORKS MUTUAL AID AGREEMENT

Here are the suggested steps for your agency to follow when using the Agreement. Generally if the Emergency Operations Center for your city is activated follow the incident command system and associated communications operations plan to request resources.

1. Requesting Party Steps to Follow:

- A. Assess the situation and determine the resources needed.
- B. Fill out the REQUESTING PARTY Checklist (Form 1).
- C. Locate agencies included in the agreement **OR** Contact the Public Works Emergency Response Team (PWERT) standby point of contact for assistance to complete the remaining steps.
- D. Call one or more agencies that may have the resources you need.
- E. Fill out a REQUESTING PARTY MUTUAL AID INFORMATION Form (Form 2).
- F. Send copy of the form to the RESPONDING PARTY as soon as possible.

2. Responding Party Steps to Follow:

- A. Make sure you can fulfill the request before providing an answer. Notes: 1) obtain required local authority to deploy the resources 2) providing assistance is voluntary and an agency is not required to fulfill the request if you determine the resources are critical to your operational needs.
- B. Analyze the risk level of the request.
- C. Complete the RESPONDING PARTY Checklist (Form 3) with the information given by the REQUESTING PARTY.
- D. Brief your employees and prepare the equipment.
- E. Complete the Employee & Equipment Information Form (Form 4). Provide copies to your responding staff and to the REQUESTING PARTY.
- F. Dispatch staff to the REQUESTING PARTY for assistance.

3. Supervision and Control: The responding personnel, equipment and other resources will be under the operational control of the Requesting Party. These response operations shall be NIMS compliant as well as organized and functioning within an Incident Command System (ICS), Unified Control System (UCS). Direct supervision and control of responding party's resources shall remain with their designated supervisor(s). The designated supervisor(s) shall: maintain personnel time records, material records and a log of equipment hours and report work progress to the Requesting Party. The Responding Party's personnel and other resources remain subject to recall by the Responding Party's authority at any time, subject to reasonable notice to the Requesting Party.

4. Food, Housing and Self Sufficiency: Unless specifically instructed otherwise, the Responding Party will have the ability to be self-sufficient as practicable from the time of arrival to their designated staging area location to the time of their arrival back at the Responding Party's home department. However, the requesting agency may need to provide resources for tasks extending normal supplies. For example, if the required tasks require significant mobile activities and fuel, the Requesting Party should be prepared to augment their gas/diesel supplies.

**PROCEDURES TO USE FOR THE NORTH CENTRAL TEXAS
PUBLIC WORKS MUTUAL AID AGREEMENT**

5. Communications: Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party should be prepared to furnish their own internal communications equipment sufficient to only maintain communications among their respective operating units.

Creating Capabilities

North Central Texas Public Works Emergency Response Team

Assessing the Need



- High winds
- Tornadoes
- Hail
- Snow
- Ice

- Flooding
- Blackouts
- Line ruptures



Purpose

- Enhance the regions ability to manage a major emergency beyond existing local resources
- A cooperative arrangement enabling jurisdictions to:
 - Work out in advance legal & financial issues
 - Simplify the resource request process
 - Expedite recovery

Scope

- Focused on initial response & short-term recovery
 - Help stabilize the situation
- Reduce workload of impacted jurisdiction by
 - Finding requested resources
 - Organizing deployment based on jurisdiction request
 - Staging management
 - Assignment coordination, improve span of control
 - Enhance planning function – future operational periods
 - Maintain documentation for PWERT response

Terms of Agreement

- Terms of the agreement:
 - NIMS approach
 - Responding agency under direction of their own supervisor
 - Self sufficient – responding agency responsible for their own food, water, internal communications, fuel and support
 - Operational Costs – no reimbursement for first 36 hours
 - Insurance (workmen's compensation, auto liability) – Each party responsible for it's own actions

NOTE: Signed agreements are provided to the North Central Texas Council of Governments PWERT representative who maintains the repository of all associated documents

Requesting Agency Process

- **1 Call Activation:**
immediate access to entire region's PWERT resources
- Provide PWERT Coordinator with details of request



Responding Agency Process



Once contacted by PWERT Coordinator:

- Determine resource availability
- Obtain approval to deploy
- Inform PWERT Coordinator of ability to respond
- Await assignment from PWERT Coordinator

**NO SELF DISPATCHING
OF PWERT RESOURCES**

Example Resources



- Personnel
- Barricades
- Heavy Equipment
- Chain Saws, others
- Trucks
- Trailers
- Signage
- Pumps
- Generators
- Sand Bags
- Lighting

Example Responses

- Holiday Tornadoes, 2015
- Flooding 2015
- Winter Weather 2014-2015
- Lancaster Tornado, 2012



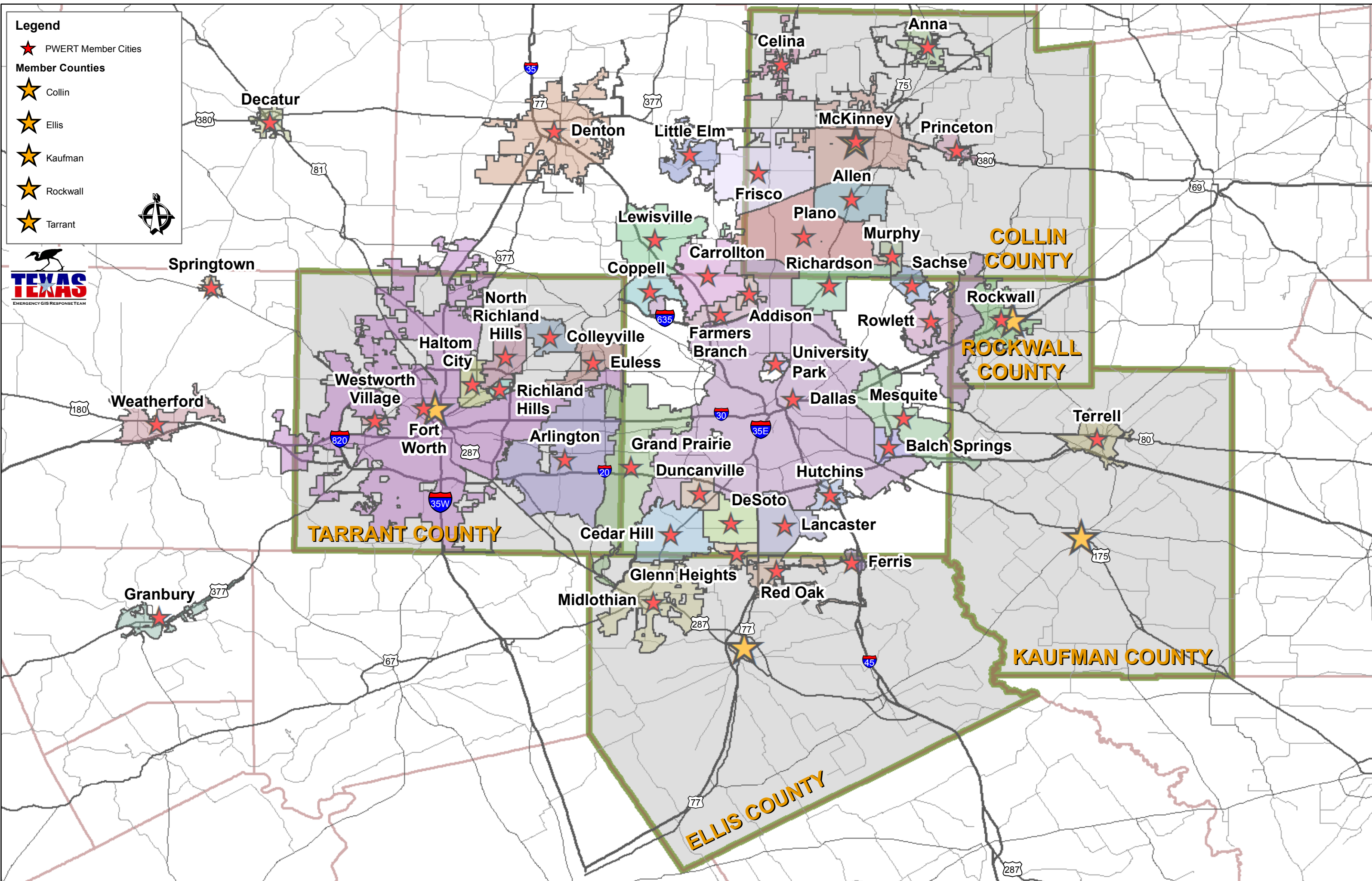
NEXT STEPS:

1. Review Mutual Aid Agreement and discuss any questions
2. Determine local participation / process for approval
3. Get MAA approved and signed to become a member jurisdiction

Questions?

Joe Trammel, Chair
NCT Public Works Emergency Response Team
JLTrammel@TarrantCounty.com

Mistie Gardner, Vice Chair
NCT Public Works Emergency Response Team
mistie.gardner@cor.gov





City of Sachse, Texas

Legislation Details (With Text)

File #:	17-3826	Version:	1	Name:	Executive session- City Manager review
Type:	Agenda Item	Status:		Status:	Agenda Ready
File created:	5/18/2017	In control:		In control:	City Council
On agenda:	6/5/2017	Final action:		Final action:	
Title:	The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: regarding the yearly review of the City Manager.				

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel: regarding the yearly review of the City Manager.

Background

Per the City Charter, Council is to conduct a review the City Manager every six months and yearly.

Policy Considerations

None

Budgetary Considerations

None

Staff Recommendations

Conduct Executive Session as appropriate.