



**Monday, February 19, 2024
City Council Regular Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 p.m.**

**Sachse City Council meetings are streamed live online or available on-demand
(<https://sachsetx.swagit.com/live>).**

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

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

A. Meeting Opening

1. Call to Order: The City Council of the City of Sachse will hold a regular meeting on Monday, February 19, 2024, at 6:30 p.m. to consider the following items of business:
2. Invocation and Pledges of Allegiance.

B. Public Comment

1. The public is invited to address Council regarding any topic not already on the regular agenda. Comments regarding the Consent Agenda may be addressed during Public Comment. The time limit is 3 minutes per speaker. A Public Comment Card should be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.

C. Council/Staff Reports and Updates

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.

D. 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 Councilmember so requests.

1. Approve the February 5, 2024, regular meeting minutes.
2. Authorize the City Manager to execute a renewal of the Microsoft Enterprise Agreement for three years in the amount of \$104,050.86 per year, through SHI Government Solutions, Inc., using the Texas Department of Information Resources (DIR) purchasing cooperative.

E. Regular Agenda Items

1. Receive a briefing regarding the update to the contract with Community Waste Disposal, the City's solid waste and recycling provider.
2. Receive the Sachse Police Department's 2023 year-end review presentation.
3. Adjournment.

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


Leah K Granger, City Secretary

Posted: 02.16.2024 by 5 pm Removed: _____

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Lauren Rose, ADA Coordinator, via phone at 469-429-0415, via email at lrose@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

B. Public Comment

Subject	1. The public is invited to address Council regarding any topic not already on the regular agenda. Comments regarding the Consent Agenda may be addressed during Public Comment. The time limit is 3 minutes per speaker. A Public Comment Card should be presented to the City Secretary prior to the meeting. According to the Texas Open Meetings Act, Council is prohibited from discussing any item not posted on the agenda but will take comments under advisement.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Information

Those who wish to speak may [fill out a form](#) or [email](#) the City Secretary prior to the meeting.

C. Council/Staff Reports and Updates

Subject	1. Mayor and City Council announcements regarding special events, current activities, and local achievements.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Information

D. 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 Councilmember so requests.

Subject	1. Approve the February 5, 2024, regular meeting minutes.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve the February 5, 2024, regular meeting minutes.
Minutes	View Minutes for Feb 5, 2024 - City Council Regular Meeting

BACKGROUND

Minutes from the February 5, 2024, Council regular meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the February 5, 2024, regular meeting minutes.

File Attachments

[D1. CityCouncil Regular Minutes 02.05.2024.pdf \(174 KB\)](#)

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 Councilmember or citizen so requests.

**CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
FEBRUARY 5, 2024**

The City Council of the City of Sachse held a regular meeting on Monday, February 5, 2024, at 6:30 p.m. at Sachse City Hall, 3815-B Sachse Road. Councilmembers present were Mayor Jeff Bickerstaff; Mayor Pro Tem Brett Franks; Councilmembers Michelle Howarth, Frank Millsap, Chance Lindsey, Lindsay Buhler, and Matt Prestenberg.

MEETING OPENING

1. Call to Order

Mayor Bickerstaff called the meeting to order at 6:30 p.m.

2. Invocation and Pledges of Allegiance.

Councilmember Prestenberg offered the invocation and Councilmember Buhler led the pledges.

PUBLIC COMMENT:

Resident, Matthew Holboke, addressed Council regarding emails to Council, the Animal Shelter budget, and taxes.

COUNCIL/STAFF REPORTS AND UPDATES:

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.

Mayor Pro Tem Franks announced that the 2024 Parks & Recreation and Leisure Services Catalog is available and includes new events such as summer concert series at JK Sachse Park, teen nights at the community center, and many more. Councilmember Prestenberg encouraged people to adopt some puppies that were dropped off at the Animal Shelter.

Ms. Nash's announcements:

- Staff welcomes Moises Bonilla Lopez to the Public Works water crew and Anderson Bonilla to the wastewater crew.
- In response to the resident survey, the Library and the Community Center have implemented new hours. The Library is now open Monday – Thursday from 9 a.m. – 8 p.m., and Friday – Saturday from 9 a.m. – 5 p.m.; and the Community Center is open Monday – Thursday from 9 a.m. – 9 p.m., Friday from 9 a.m. – 7 p.m., and Saturday from 9 a.m. – 5 p.m.

Mayor Bickerstaff's announcements:

- The 2024 Sachse scholarship application is now open. One student will be awarded a \$1,000 scholarship to be used during the 2024/2025 academic year at an accredited education institution beyond the high school level (including trade and vocational programs). Applications must be postmarked by March 29. See the City website for details.
- The next Community Emergency Response Team (CERT) class is on February 17 and 24.
- City offices will be closed on March 29 in observance of Good Friday.

- The Easter Egg Hunts will be held on March 23 at Heritage Park. There is an Egg Scramble at 10 a.m. for kids 2-10 years old, a Doggy Bone Hunt at 7 p.m. – leash required, and a Flashlight Egg Hunt at 8 p.m. for kids 5-13 years old.
- New this year is the Egg-cessible Egg Hunt open to people of all ages with mental and/or physical disabilities. There will be sensory prizes, beeping eggs, eggs on balloons, and more! That event will be held at the Michael J. Felix Community Center at 2 p.m. on March 23. Contact the Leisure Services Department with any questions.
- Start gathering your team for the Arbor Day Jubilee Team Up & Clean Up on April 6. Register on the website.
- City Council Places 1 and 2 will be decided at the May 4 general election. Candidate filing for a place on the ballot opens tomorrow morning, January 17, at 8 a.m. and will remain open until February 16 at 5 p.m. A candidate packet may be downloaded online or picked up in the City Secretary's office. See details on the website or call Leah Granger with questions at 469-429-4773.

CONSENT AGENDA:

- 1. Approve the January 10, 2024, special meeting minutes.**
- 2. Approve the January 16, 2024, regular meeting minutes.**
- 3. Accept the monthly revenue and expenditure report for the period ending December 31, 2023.**
- 4. Approve an ordinance ordering a General Election to be held on the 4th day of May 2024 in the City of Sachse for the purpose of electing a Councilmember Place 1 and a Councilmember Place 2; designating location of polling place; ordering Notice of Election to be given as prescribed by law in connection with such election; authorizing joint election agreements with Dallas County and Collin County; providing a repealing clause; providing a severability clause; and providing for an effective date.**

Councilmember Howarth made a motion to approve items 1-4 of the Consent Agenda as presented. Councilmember Prestenberg seconded the motion, and it carried unanimously.

Councilmember Millsap requested item 5 be removed from the Consent Agenda.

- 5. Authorize the City Manager to execute a professional services agreement for the design of the Sachse Road Phase 2 reconstruction improvements between the City of Sachse and Garver USA in the amount of One Million, Five Hundred Seventy-Three Thousand, Nine Hundred Forty-Eight and No/100 Dollars (\$1,573,948).**

Councilmember Buhler responded to comments made during Public Comment section, noting that a timely response was provided to Mr. Holboke. This is a voter approved project that is was part of the Bond 2021 initiative.

Councilmember Millsap made a motion to approve Item 5 as presented. Councilmember Prestenberg seconded the motion, and it carried unanimously.

REGULAR AGENDA ITEMS:

- 1. Consider authorizing the City Manager to negotiate and enter into a contract with McMahon Contracting, LP and CCGMG, LLC for the 2024 Annual Concrete Contract, RFB#24001.**

Ms. Nash noted that this contract represents a new approach to concrete projects in the city. Assistant Director of Public Works and CIP Brian Jaffe provided an overview of the proposed contract and associated projects. He noted that this annual concrete contract will be used to set unit prices for any concrete paving repairs including roadway, sidewalk, and alley rehabilitation that may be necessary to maintain the city's concrete infrastructure. This will also help set unit prices so we can better estimate the amount of concrete we can buy within the 2023- 2024 budget.

Council asked several clarifying questions. Ms. Nash noted that by the City putting out its own request for proposals rather than going with a bulk government price, the City has more control over timing. Having a contract with two contractors allows staff to utilize the one that can work the project into their schedule more quickly. This method will work better for the City.

Matthew Holboke, Sachse resident, inquired about aspects of the project.

Councilmember Lindsey made a motion to approve the item as presented. Councilmember Buhler seconded the motion, and it carried unanimously.

2. Consider approval of an ordinance amending the Sachse Code of Ordinances, by amending chapter 9 titled “Traffic Regulations” by amending Section 9-6 titled “Parking” by amending Paragraph A titled “Truck Parking” by amending A(1) titled “Unlawful” and by amending A(2) titled “Exceptions”; providing a repealing clause; providing a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; and providing for an effective date.

Ms. Nash explained that Chief Sylvester previously brought forward some thoughts and ideas about how to improve the Parking Ordinance. Staff has modified the document with the suggestions from Council for consideration. Police Chief Sylvester provided an overview of the amendments to the ordinance. Most notably, the rated weight capacity was eliminated; language was added to incorporate towable and motorized recreational vehicles; a 24-hour clause allowing for loading or unloading of towable or motorized recreational vehicles was added; and a parking variance permitting process was added.

After some discussion, Councilmember Prestenberg made a motion to approve the amended ordinance as presented. Councilmember Buhler seconded the motion and it carried unanimously.

3. Adjournment.

Mayor Bickerstaff adjourned the meeting at 7:17 p.m.

Jeff Bickerstaff, Mayor

ATTEST:

Leah K Granger, City Secretary

D. 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 Councilmember so requests.

Subject	2. Authorize the City Manager to execute a renewal of the Microsoft Enterprise Agreement for three years in the amount of \$104,050.86 per year, through SHI Government Solutions, Inc., using the Texas Department of Information Resources (DIR) purchasing cooperative.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	\$104,050.86
Budgeted	Yes
Budget Source	Approved IT budget.
Recommended Action	Authorize the City Manager to execute a renewal of the Microsoft Enterprise Agreement through SHI Government Solutions, Inc.
Goals	Strategically invest in the City's existing and future infrastructure. Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

BACKGROUND

The City of Sachse’s Microsoft Enterprise Agreement (EA) covers usage of all Microsoft software, which includes the email server (Exchange Online), cloud file storage (One Drive), collaboration software (SharePoint and Teams), and desktop office productivity software (Word, Excel, PowerPoint, etc.) The EA also covers the Microsoft SQL Database Server licenses, which is required for applications such as Incode, Southern, and several others that are utilized across several departments. Microsoft Azure Active Directory is also the core of the identity management system used to control access to applications City-wide. The City is dependent upon these applications to conduct daily business.

The current agreement ends February 28, 2024. The renewal will allow the City to continue using the various Microsoft products for the new term and prevent disruptions in service for existing users.

The attached quote covers the first year of a three-year period.

Year 1 (FY24) = \$104,050.86

Year 2 (FY25) = \$104,050.86

Year 3 (FY26) = \$104,050.86

3-year agreement total purchase value = \$312,152.58

OVERVIEW

The proposed agreement is for a three-year term of the existing Microsoft Enterprise Agreement for the City’s continued use of various Microsoft software and storage applications. The cost of the service is \$104,050.86 per year, for a total cost of \$312,152.58. The budget for this item was approved as a part of the FY 23-24 budget process.

POLICY CONSIDERATIONS

City purchasing policy requires that recommendations on purchases and contracts over \$50,000 be submitted to Council by the City Manager for Council approval.

Department of Information Resources (DIR) is included in Resolution 4094, authorizing participation in various cooperative purchasing programs in accordance with City’s procurement policies and procedures. City policy authorizes purchase from a purchasing authority or cooperative in accordance with State Law. Cooperative purchasing, pursuant to Chapter 791 of the Texas Government code and Section 271 Subchapter F of the Local Government Code, so satisfies any State Law requiring local government to see complete bids for items.

RECOMMENDATION

Authorize the City Manager or designee to execute a renewal and purchase of the Microsoft Enterprise Agreement for three years in the amount of \$104,050.86 per year, through SHI Government Solutions, Inc., using the Texas Department of Information Resources (DIR) purchasing cooperative.

File Attachments

[D2.1 SHI Quote-23823745.pdf \(117 KB\)](#)

[D2.2 PKG01648572 City of Sachse EA Physical Signature Documents.pdf \(1,288 KB\)](#)

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 Councilmember or citizen so requests.



Pricing Proposal

Quotation #: 23823745

Reference #: EA - 90239481 as is renewal (budgetary)

Created On: 8/15/2023

Valid Until: 12/29/2023

TX-City of Sachse

Mike Pastor

3815-B Sachse Rd

Garland, TX 75048

United States

Phone: 9724951212

Fax:

Email: mpastor@cityofsachse.com

Inside Account Manager

Jeidys Noboa

290 Davidson Ave

Somerset, NJ, 08873

Phone: | Toll Free: 888-394-5232 ext.: 6524741

Fax: 888-394-5322

Email: Jeidys_Noboa@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	M365 E3 FromSA GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAD-34700 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	180	\$331.08	\$59,594.40
2	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	30	\$389.04	\$11,671.20
3	EMS G5 GCC SU EMS G3 Per User Microsoft - Part#: MQY-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	215	\$72.72	\$15,634.80
4	EMS G5 GCC Sub Per User Microsoft - Part#: MQY-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	7	\$177.96	\$1,245.72
5	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	5	\$84.48	\$422.40
6	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002	7	\$94.32	\$660.24

Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: 3/1/2024 – 2/28/2025
Note: Year 1 of 3

7	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision Microsoft - Part#: J5U-00004 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	1	\$0.00	\$0.00
8	Entra ID P1 GCC Sub Per User Microsoft - Part#: MQM-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	1	\$56.04	\$56.04
9	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	7	\$28.44	\$199.08
10	Project Plan3 GCC Shared All Lng Subs VL MVL Per User Microsoft - Part#: 7MS-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	3	\$276.03	\$828.09
11	SQLCAL ALNG SA MVL UsrCAL Microsoft - Part#: 359-00961 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	114	\$37.66	\$4,293.24
12	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	3	\$158.81	\$476.43
13	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	3	\$55.66	\$166.98
14	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 3/1/2024 – 2/28/2025 Note: Year 1 of 3	222	\$0.00	\$0.00
15	Win Server DC Core ALng SA 2L	48	\$124.43	\$5,972.64

Microsoft - Part#: 9EA-00278
Contract Name: Microsoft Software VAR
Contract #: DIR-TSO-4092
Coverage Term: 3/1/2024 – 2/28/2025
Note: Year 1 of 3

16	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic	144	\$19.65	\$2,829.60
	Microsoft - Part#: 9EM-00270			
	Contract Name: Microsoft Software VAR			
	Contract #: DIR-TSO-4092			
	Coverage Term: 3/1/2024 – 2/28/2025			
	Note: Year 1 of 3			

Subtotal	\$104,050.86
Shipping	\$0.00
Total	\$104,050.86

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Program Signature Form

MBA/MBSA number

Agreement number

4942672

5-0000011052321

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Sub250 Form	W29
Enterprise Amendment	M1103 (NEW)
Product Selection Form	2629564.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Sachse
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation

Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

72031639

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

90239481

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. **Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. ***End of Enrollment term and termination.***

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Sachse

Contact name: First* Mike **Middle** **Last*** Pastor

Contact email address* mpastor@cityofsachse.com

Street address* 3815B Sachse Road

City* Sachse

State* TX

Postal code* 75048-3742 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 469-429-4769

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Mike Middle Last* Pastor
Contact email address* mpastor@cityofsachse.com
Street address* 3815B Sachse Road
City* Sachse
State* TX
Postal code* 75048-3742 -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 469-429-4769

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Mike Middle Last* Pastor
Contact email address* mpastor@cityofsachse.com
Phone* 469-429-4769

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State* NJ
Postal code* 08873-4145
Country* United States
Contact name* Joshua Cho
Phone* 888-764-8888
Contact email address* Msteam@shi.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Joshua Cho

Printed name* Joshua Cho

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

1. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Sachse

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	90239481	X	X

Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. ***On the first page of the Enrollment, the following is added after the second paragraph:***

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. ***Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:***

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. ***Software Assurance renewal.***

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☒
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	90239481	2/29/2024

Electronically Submitted

Amendment to Contract Documents

Agreement Number

5-0000011052321

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
MQY-00002	EMS G5 GCC SU EMS G3 Per User	200	15
MQY-00001	EMS G5 GCC Sub Per User	7	0
AAD-34700	M365 G3 Unified FSA GCC Sub Per User	180	0
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	30	0
U4S-00002	O365 G1 GCC Sub Per User	7	0
MQM-00001	Entra ID P1 GCC Sub Per User	1	0
4ES-00001	EOA Exchange Online GCC Sub Per User	1	6
AAD-63092	M365 F3 Unified GCC Sub Per User	0	5
7MS-00001	Project P3 GCC Sub Per User	3	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	222

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2629564.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	210	217	1.0	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
O365 G1 GCC	7
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security G5 USL	7
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	30
M365 G3 GCC FromSA Unified	180

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	210	217	217	210

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D

Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

E. Regular Agenda Items

Subject	1. Receive a briefing regarding the update to the contract with Community Waste Disposal, the City's solid waste and recycling provider.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Discussion
Goals	Provide excellent government services to Sachse citizens.

BACKGROUND

Community Waste Disposal (CWD) has served as the City's solid waste and recycling provider since 2019. CWD collects residential trash and recycling for Sachse residents once a week and collects up to six cubic yards of unbundled, and unlimited bundled/tied, bulk and brush once a month. In addition, CWD also offers two "X-treme Green" events every year where Sachse residents can dispose of household hazardous waste, e-waste, yard waste, and receive document shredding all in one location. Residents are also able to use CWD's search tool where they can enter their address and determine the collection dates for their homes.

At the September 5, 2023, regular City Council meeting, staff presented CWD's renewal offer to the City Council. The proposal included:

- Changing the extension terms from two additional three-year terms to either one five-year term or one seven-year term extension in addition to the two additional three-year terms.
- Keeping the original cost adjustment to a once-a-year event instead of rate adjustments throughout the year.
- Updating the cost adjustment model to reflect the use of compressed natural gas (CNG) trucks that are utilized in Sachse versus the diesel model contained in the original contract
- Converting the Sachse truck fleet to include "3rd Eye" video and safety technology. This camera system provides a real-time multi-angle point of view that documents CWD services and allows their customer service team to respond more quickly to concerns using camera footage of the event.
- Consider granting exclusive commercial franchise to CWD.

After discussion among the Council, there were several inquiries related to the addition of a second bulk collection each month. While there was interest, there was no Council consensus established at that time to move forward on that item. As a result, staff is returning to review the current offer on the table with the feedback received from the September meeting and receive final direction before moving forward with the contract renewal.

POLICY CONSIDERATIONS

The existing contract with CWD expires March 31, 2024. The purpose of this item is to discuss the details surrounding the extension of that contract.

RECOMMENDATION

Discuss and provide final direction on the contract renewal with Community Waste Disposal, the City's solid waste and recycling provider.

File Attachments

[E1. Presentation Community Waste Disposal Contract Update FINAL.pdf \(254 KB\)](#)

Community Waste Disposal Contract Update

February 19, 2024



Overview

- Contract Reminders
- CWD Original Proposal
- Details on Bulk Request
- Comparison Chart
- Commercial Implementation
- Next Steps



Contract Reminders

- Contract with CWD as the City's solid waste and recycling provider expires on March 31, 2024
- The current contract includes a provision for extensions to the contract
- CWD approached the City with some opportunities to change the contract



CWD Original Proposal

- Changing the extension terms from two additional three-year terms to either one five-year term or one seven-year term extension—Council confirmed to move to a five-year contract followed by an optional two additional three-year terms
- Keeping the original cost adjustment to a once-a-year event instead of rate adjustments throughout the year—Confirmed
- Updating the cost adjustment model to reflect the use of compressed natural gas (CNG)—Confirmed
- Converting the Sachse truck fleet to include "3rd Eye" video and safety technology—Confirmed
- Exclusive Commercial Franchise—Confirmed



CWD Original Proposal (September 2023)

- If the City elects to move forward with these changes, CWD offered the following services to Sachse residents:
 1. An expansion of bulk waste allowances from six cubic yards per month to 10 cubic yards per month
 2. A reduction in the residential rate
- The City Council inquired if CWD could look at offering twice a month bulk collection instead of expanding the bulk collection to 10 cubic yards



Details on Bulk Request

- If bulk trash were expanded to 10 cubic yards but remained in the once a month format, it would increase the residential rate by \$0.62 per home per month
- Adding a second bulk trash collection of six cubic yards (total 12 cubic yards per month) would increase the residential rate by \$1.37 per home per month
- These figures would be offset by the commercial franchise rate adjustment



Comparison Chart

Current Residential Rate	Addition/Offset Item	Increase/Reduction
\$18.99	Add second bulk trash collection (total 12 cubic yards)	+\$1.37
	OR	
\$18.99	Expand to 10 cubic yards and once a month collection	+\$0.62
\$18.99	Add commercial franchise	-\$2.88

- Staff’s recommendation is to consider the expanded once a month collection due to the continued bulk trash issues. The concern is that it would only extend opportunities to place bulk out early when staff has been working diligently to get that issue under control
- Please Note: This chart uses CWD’s rates as of February 2024. These rates are subject to change as a result of the annual cost-adjustment in October



Commercial Implementation

- In order to secure the rate reduction for residents, CWD will need to have a guaranteed revenue stream from the commercial providers
 - For reference, CWD anticipates that they already work with 50% of the commercial market
- In consultation with the City Attorney, this is best achieved by setting an effective date for the commercial franchise to go into effect and voiding current contracts from that point forward, thus providing CWD with the exclusive franchise for residential and commercial waste services
- As a home rule municipality, the City retains the right to establish an exclusive provider, just like it does for residential services



Commercial Implementation

- Once established, existing businesses would be provided notice via letter and contacted by CWD
 - CWD will work with businesses on contract conversion, staff will be available for enforcement, if needed
- Staff and legal recommend that the City provides a six-month notice period for businesses about the contract conversion
- Effective October 1, 2024, CWD will be the exclusive commercial franchise provider for Sachse and all existing contracts will be void
- The CWD team will work with businesses well-ahead of that deadline to notify them of the change
- The City will also market this change well-ahead of the deadline



Commercial Implementation—Timeline

- April 1, 2024:
 - New contract with CWD goes into effect
- April – October:
 - CWD and City work to notify existing businesses of the change
- October 1, 2024:
 - CWD becomes the exclusive commercial provider for Sachse
 - New rates go into effect **WITH** the commercial discounts included



Next Steps

- Council confirmed direction to proceed with:
 - Five-year contract with original extension terms
 - 3rd Eye Technology
 - Once-a-year cost adjustments
 - Conversion to CNG in cost adjustment model
 - Addition of the commercial franchise to the contract
- Staff needs direction on:
 - Expanding bulk to 10 cubic yards per month and keep a once per month collection OR
 - Increasing bulk to twice per month collection (six cubic yards + six cubic yards)



Next Steps

- Staff will return with the modified contract for Council's approval March 18
- If approved, contract will go into effect on April 1, 2024 with the commercial franchise commencing October 1, 2024



E. Regular Agenda Items

Subject	2. Receive the Sachse Police Department's 2023 year-end review presentation.
Meeting	Feb 19, 2024 - City Council Regular Meeting
Access	Public
Type	Information

BACKGROUND

Chief Sylvester will present an overview of 2023 crime statistics, department activity, accomplishments, and departmental goals for 2024.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Receive the Sachse Police Department's 2023 year-end review presentation.

File Attachments

[E2. Presentation 2023 SPD Year End Review FINAL.pdf \(1,408 KB\)](#)

Sachse Police Department

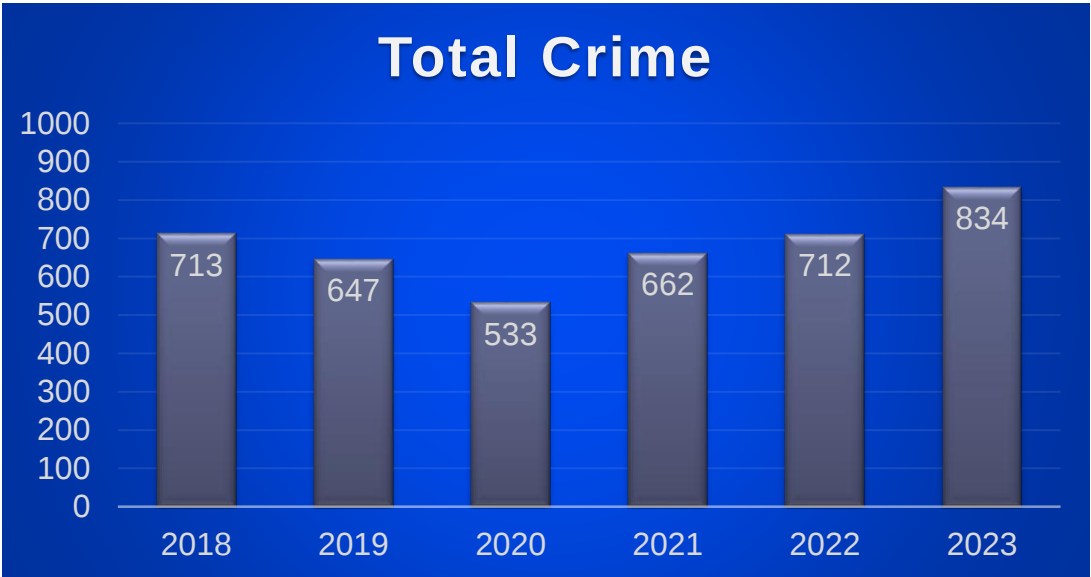
2023 Year End Review

February 19, 2024



Crime and Arrest Review

OFFENSE	2022	2023	% Change
TOTAL CRIME	712	834	17%
PART I	227	290	28%
PART II	485	544	12%



Crime and Arrest Review

OFFENSE	2022	2023	% Change
Homicide	1	0	0%
Assault	178	222	25%
Sexual Assault	9	2	-78%
Robbery	2	2	0%
Residential Burglary	10	18	80%
Building Burglary	17	19	12%
Vehicle Burglary	31	42	35%
Auto Theft	24	29	21%
Theft	131	167	27%

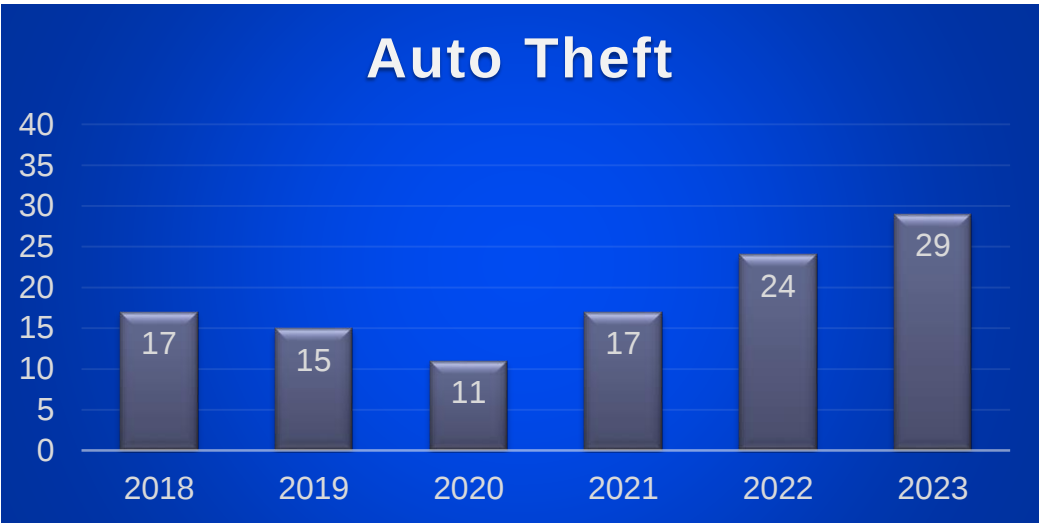
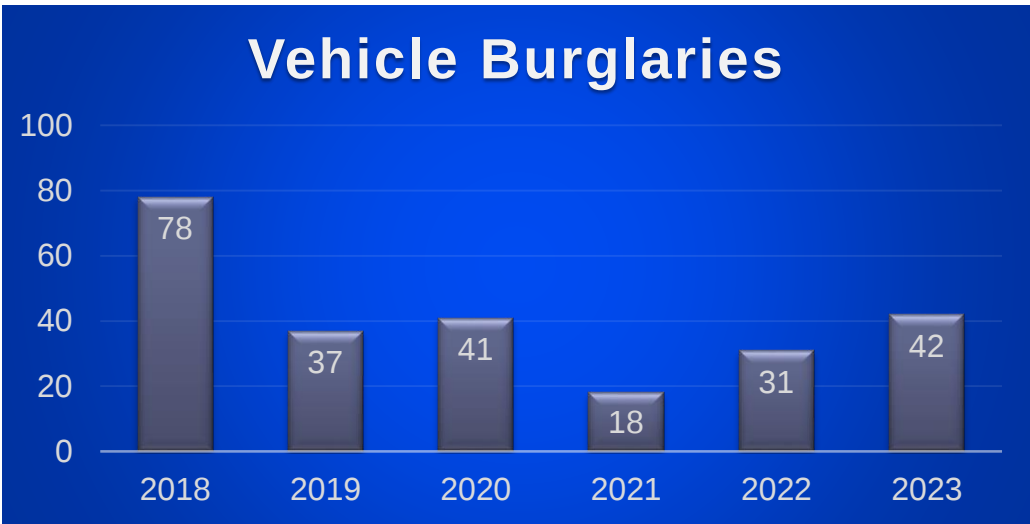
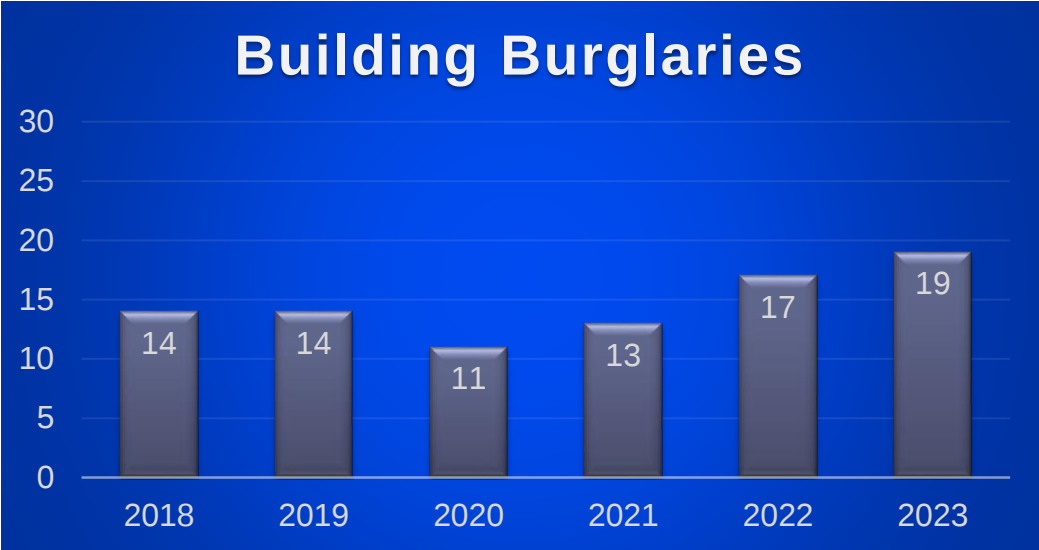
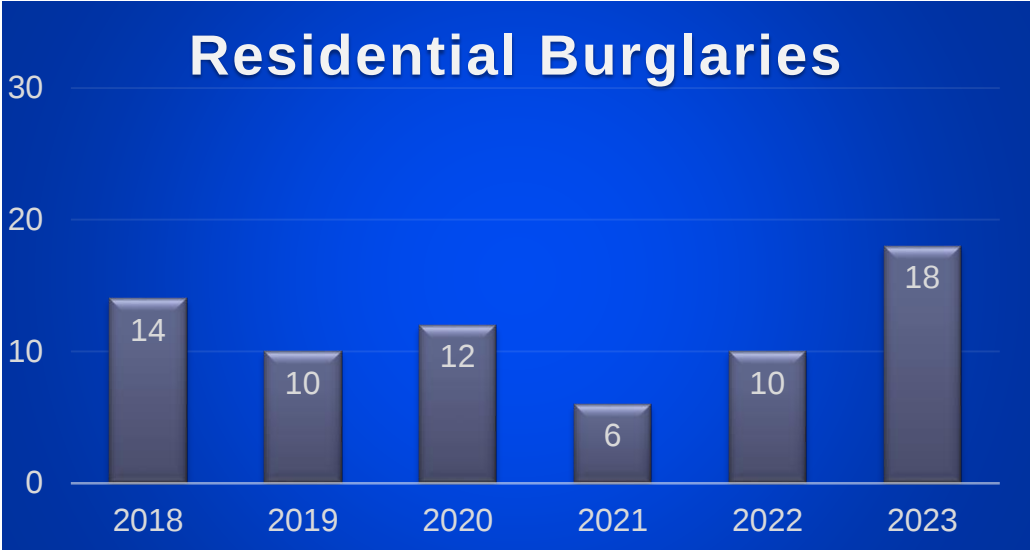


Selected Part II Crimes

Part II Offense	2022	2023	% Change
Criminal Mischief	49	71	45%
Forgery/Fraud	75	78	4%
Public Intoxication	14	16	14%
Other Alcohol Violations	12	10	-17%
DWI	26	32	23%
Drug Offenses	90	71	-21%

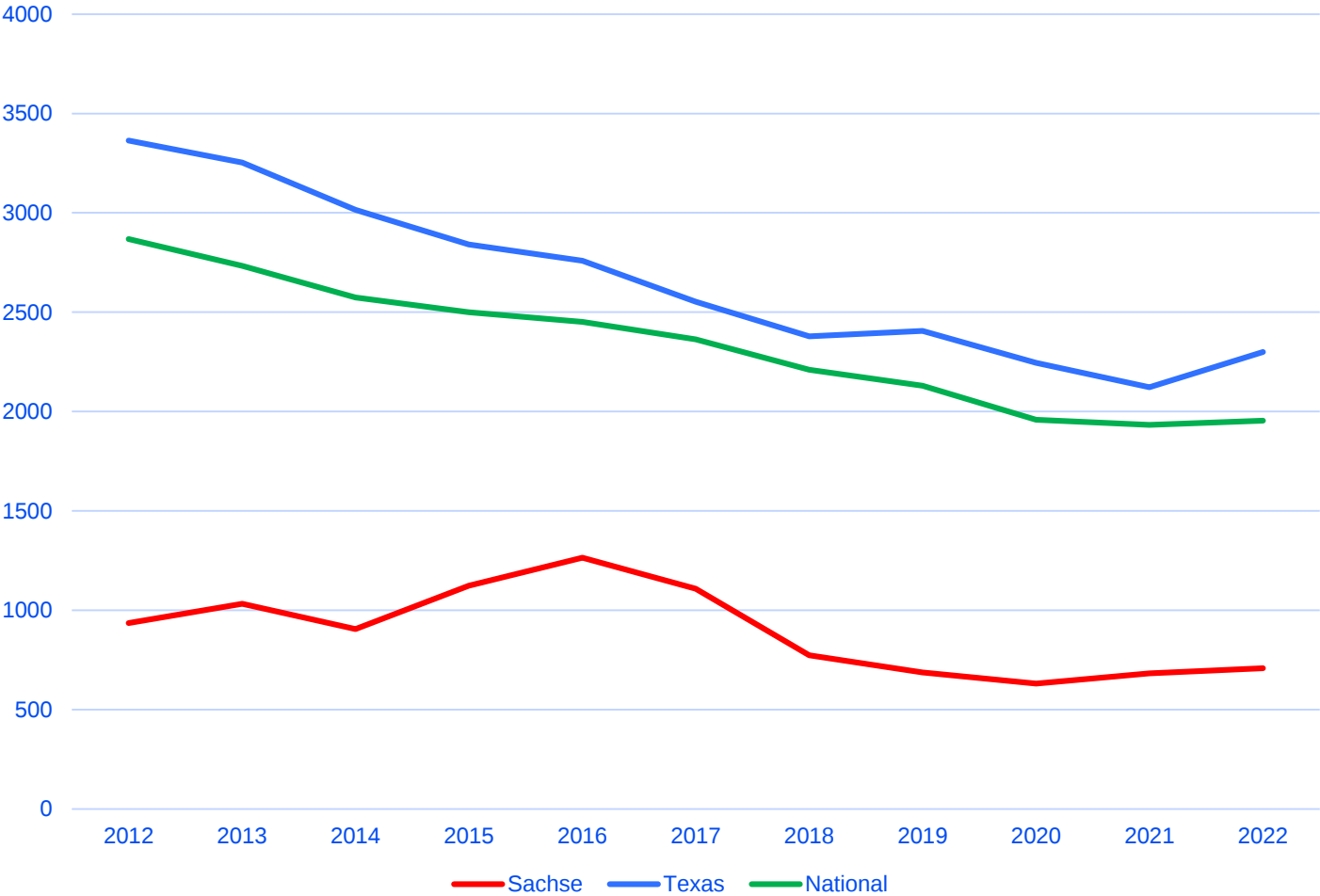


Sachse Police Department

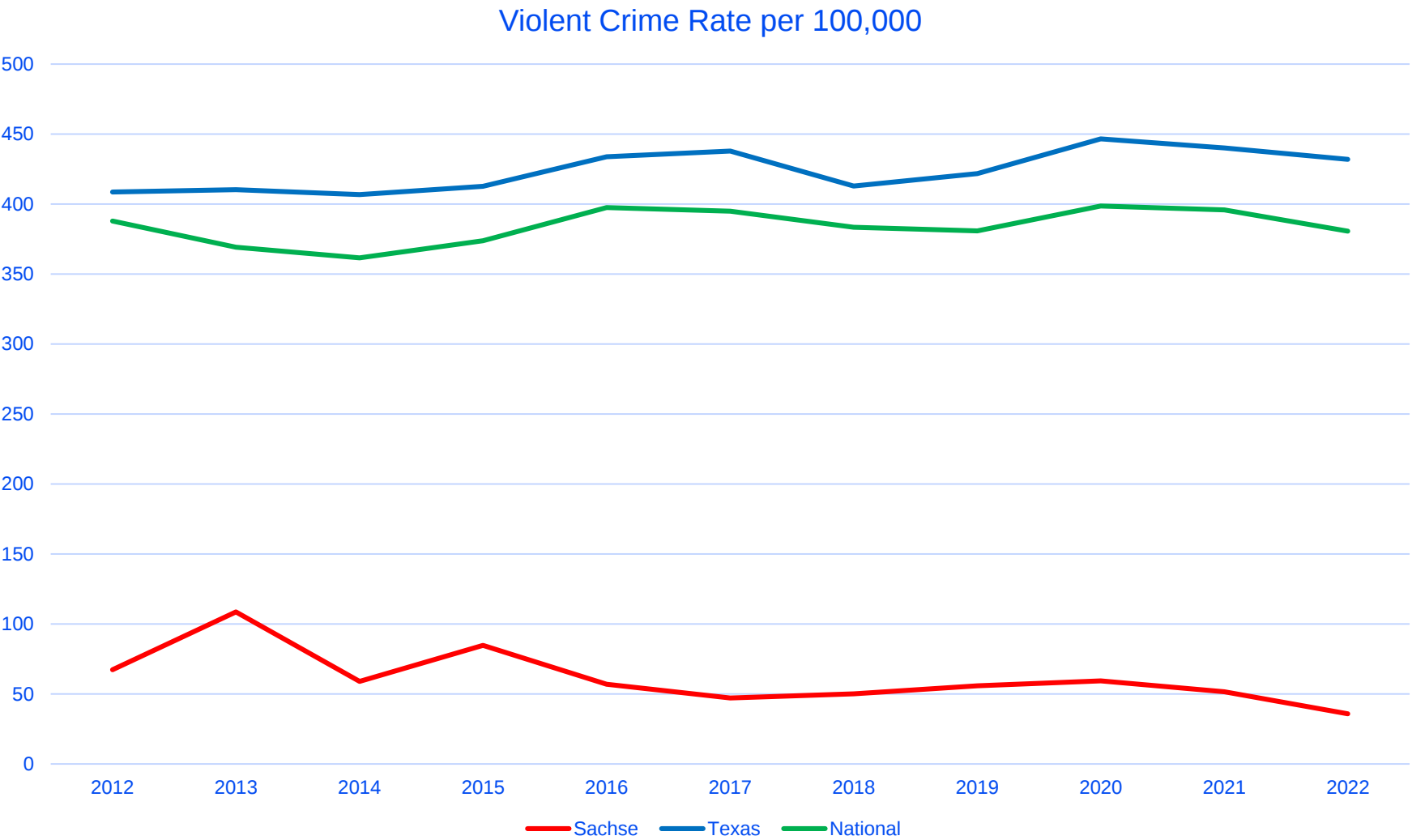


Property Crime Comparison

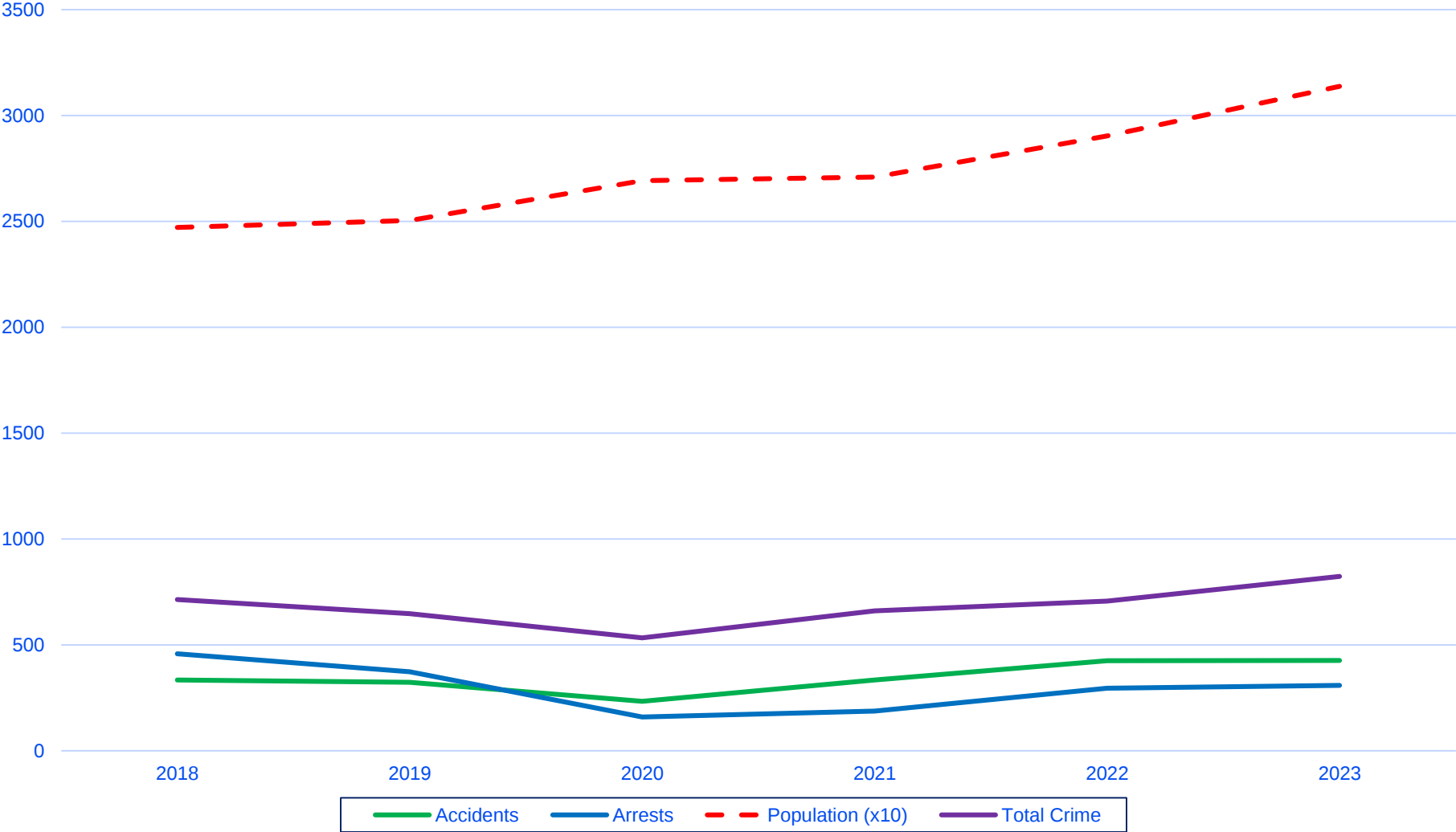
Property Crime Rate per 100,000



Violent Crime Comparison



Sachse Police Department



Additional Metrics

Response Times

Priority 1 = 3.58

Priority 2 = 4.54

Traffic Stops: 4,914 2%

CFS: 22,813 21%

Average Training Hours per Officer = 81

Community Policing Activity: 2,485 15%

Park & Walks, Community Service Reports, House checks, Resident & Business Contacts



Accomplishments

Internal/Operational Improvements

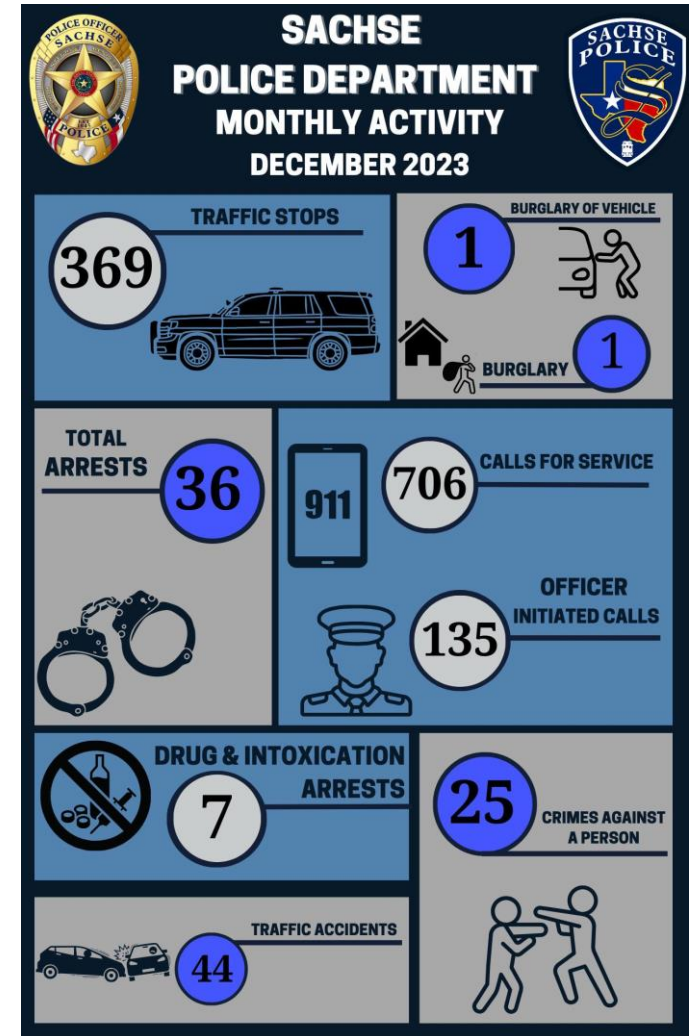
- Re-Accreditation Texas Police Chiefs Association 2,800, 196, 48****
- Continued staffing study implementation
 - 2 officers 1 dispatcher
- SRO staffing addition (GISD)
- Additional crossing guards (GISD)
- Naloxone (Narcan) deployment
- Body worn camera & infrastructure upgrade
- Advanced Law Enforcement Rapid Response Training (ALERRT)
- Ethics training
- Legal update training
- Supervisory mentoring program
- Pole camera acquisition



Accomplishments

Community Outreach Activity

- Citizens Police Academy (CPA)
- Monthly operations snapshot
- CRASE preparedness classes



Accomplishments

Community Outreach Activity

- Legacy programs
 - Cops & Campers
 - Public Safety Day
 - National Night Out – 14 events
- Drug take back 300+ lbs.
- Lock box program
- Safe trade zone
- Public Safety trick or treat
- Senior-focused scam seminars
- Holiday toy drive – 211 children
- Holiday package program



Volunteers in Policing

- 30 VIPS – 6,327 hrs. = \$133,911 Value
- Participation in police candidate oral assessment process



2024 Goals

- Community Programming
- Citizen Police Academy (CPA)
- RAD Citizen Class
- Bicycle Safety Rodeo
- Radio/Mobile Upgrade
- TASER Upgrade
- Technology Upgrades
- De-Escalation Refresher Training
- Crime Analysis Software Implementation
- Additional Transparency Initiatives
- ILEA Management College (Lt. Doerr)
- Animal Shelter Completion



Animal Shelter Progress



Honor
Integrity



Respect
Compassion

