



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDAS  
MONDAY, MAY 1, 2017**

**City Council Chambers, City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159**

**WORK SESSION – 6:30 P.M.**

**Call to Order**

**A. Discuss Regular Session Agenda Items**

**Adjourn**

**REGULAR SESSION – 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Proclamation- Motorcycle Safety Awareness Month**

**Mayor's Report**

**Citizens Public Comment Period-** This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council meeting minutes for April 17 and April 24, 2017 (City Secretary)**
- 2. Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 306 S Kaufman, Seagoville, Texas, by public or private sale, to**

3. Consider accepting resignation letters from Stacy Wright and Jodi Gunnels from the Parks & Recreation Board and declaring vacancies in Place 4 and Place 7 (Board Liaisons)

**REGULAR AGENDA-**

4. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 “Fireworks”, Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)
5. Discuss and consider approving the First Amendment to the Economic Development Agreement between Actuant Corporation and the Seagoville Economic Development Corporation (SEDC)
6. Discuss and consider approving a resolution authorizing the City Manager to execute a Memorandum of Understanding / Interlocal Agreement with Dallas County District Attorney’s Office for the purpose of sharing criminal justice information (Police Chief)
7. Discuss and consider declaring vacancies due to absences on the Planning & Zoning Commission, Library Board, Parks & Recreation Board, and the Animal Shelter Advisory Committee (Board Liaisons)
8. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.
9. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**10. Executive Session**

In compliance with Section 551.071 of the Texas Government Code, Council will convene into a closed session to consult with the City Attorney about contemplated litigation concerning the City’s Planning & Zoning operations.

**11. Reconvene Into Regular Session**

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

**Adjourn**

Posted Thursday, April 27, 2017 by 5:00 P.M.

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Kandi Jackson, City Secretary

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As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

**DATES TO REMEMBER**

- **Monday, May 15, 2017 is the next regular City Council meeting.** Newly elected city council members will be sworn in at this meeting. A Council Reception is scheduled at 6:30 p.m.



## PROCLAMATION

*WHEREAS, today's society is finding more citizens involved in motorcycling; and*

*WHEREAS, campaigns have helped inform riders and motorists alike to motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all fatalities, through a comprehensive approach to motorcycle safety; and*

*WHEREAS, it is the responsibility of all who put themselves behind the wheel to become aware of motorcyclists, and to obey all traffic laws; and*

*WHEREAS, motorists are encouraged to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.*

*NOW, THEREFORE, I Dennis Childress, Mayor of the City of Seagoville, Texas, do hereby proclaim the month of May as:*

## MOTORCYCLE SAFETY AWARENESS MONTH

*in the City of Seagoville and urge all residents to do their part to increase motorcycle safety and awareness in our community.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Seagoville to be affixed this 1<sup>st</sup> day of May, 2017.*

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*DENNIS CHILDRESS, Mayor*

## ***Consent Agenda Item:   1***

**Meeting Date: May 1, 2017**

Consider approving City Council meeting minutes for April 17 and April 24, 2017 (City Secretary)

### **ITEM DESCRIPTION:**

Minutes from Meeting April 17, 2017 and April 24, 2017.

### **BACKGROUND OF ISSUE:**

### **FINANCIAL IMPACT:**

None

### **RECOMMENDATION:**

Approve Meeting Minutes from April 17, 2017 and April 24, 2017.

### **EXHIBITS:**

Work Session Minutes April 17, 2017  
Regular Session Minutes April 17, 2017  
Joint Work Session Minutes April 24, 2017



**MINUTES OF CITY COUNCIL  
WORK SESSION  
APRIL 17, 2017**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, April 17, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor	
Jose Hernandez	Mayor Pro Tem	(arrived at 6:35 p.m.)
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	(absent)
Jon Epps	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Library Director Liz Gant, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, Interim City Secretary Christie Wilson, and City Secretary Kandi Jackson.

**B. Discuss regular session agenda items.**

- 1. Consider approving City Council meeting minutes for April 3, 2017 (City Secretary)**  
No changes requested.
- 2. Consider approving an amended contract for the Dallas Area Agency on Aging for Older Americans Act Program, specifically Section X. Compensation and Acknowledgement in regard to funding for the Senior Center (Library, Gant)**  
Library Director Liz Gant stated this is an amended contract with changes occurring in Section X.

(Councilmember Hernandez arrived at 6:35 p.m.)

- 3. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 "Fireworks", Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)**  
Mayor Childress requested James Sudduth give Council background concerning the requirements for his building. Property owner James Sudduth stated it is not practical for him to install a sprinkler system in his building while on well water because it would take

750 gallons per minute for 90 minutes. This would require him to have a 75,000 to 90,000 gallon storage tank. To run a line from city water to the building would require a 4 inch to 6 inch line. He asked Council to grant him an opportunity to resolve the noncompliance.

**4. Acceptance of the City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2016 (Finance)**

Finance Director Patrick Harvey stated Auditor Frank Conroy from auditing firm Fox, Byrd & Company, P.C. would present the City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2016.

**5. Acceptance of the City of Seagoville’s Popular Annual Financial Report for Fiscal Year 2016 (Finance)**

Finance Director Patrick Harvey stated he would present the Popular Annual Financial Report for Fiscal Year 2016.

**6. Presentation of the City of Seagoville’s Six Month Financial Report for Fiscal Year 2017 (Finance)**

Finance Director Patrick Harvey stated he would present the City of Seagoville’s Six Month Financial Report for Fiscal year 2017.

**7. Police Chief to update the council on pending legislation regarding cell phone use while driving (Police Chief)**

Police Chief Calverley stated H.B. 62 prohibits hand held devices and with it comes penalties. He also stated it contains clauses that exclude law enforcement under certain circumstances. The bill has passed House and is now in Senate.

**A. Discuss board member attendance reports and provide direction to staff regarding vacancies. (Interim City Secretary)**

Interim City Secretary Christie Wilson asked if vacancies for boards should be filled as applicants become available or wait until appointments occur in June. Council stated they would like to view the applications as they are received.

**Adjourned at 6:51 p.m.**

**APPROVED:**

\_\_\_\_\_  
Mayor Dennis K. Childress

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
APRIL 17, 2017**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:08 p.m. on Monday, April 17, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember (absent)
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Library Director Liz Gant, Seagoville Economic Development Director Kirk Clennan, Interim City Secretary Christie Wilson, and City Secretary Kandi Jackson

**Invocation** – Invocation was given by Mayor Childress.

**Pledge of Allegiance** – Pledge of Allegiance was led by Mayor Childress.

**Oath of Office- City Secretary Kandi Jackson** – Oath of Office was administered to City Secretary Kandi Jackson by Interim City Secretary Christie Wilson.

**Mayor's Report** – Welcome new City Secretary Kandi Jackson.

**Citizens Public Comment Period-** This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.

No speakers.

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council meeting minutes for April 3, 2017 (City Secretary)**
- 2. Consider approving an amended contract for the Dallas Area Agency on Aging for Older Americans Act Program, specifically Section X. Compensation and Acknowledgement in regard to funding for the Senior Center (Library, Gant)**

**Motion to approve – Magill; second by Epps; motion passed with all ayes.**

**REGULAR AGENDA-**

- 3. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 “Fireworks”, Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)**

Property owner James Sudduth stated after consulting with Genesis Sprinkler System and Mr. Barr it was determined that it would not be practical for a sprinkler system to be installed in his building utilizing well water.

**Motion to table to the next meeting to allow Mr. Sudduth to gather information about the minimum liability insurance and have the City of Seagoville listed as additional insured- Hernandez; second by Magill; motion passed with all ayes.**

- 4. Acceptance of the City of Seagoville’s Comprehensive Annual Financial Report for Fiscal Year 2016 (Finance)**

Auditor Frank Conroy presented the Comprehensive Annual Financial Report for Fiscal Year 2016.

**Motion to approve- Magill; second by Howard; motion passed with all ayes.**

- 5. Acceptance of the City of Seagoville’s Popular Annual Financial Report for Fiscal Year 2016 (Finance)**

Finance Director Patrick Harvey presented the City of Seagoville’s Popular Annual Financial Report for Fiscal Year 2016.

**Motion to approve – Hernandez; second by Howard; motion passed with all ayes.**

- 6. Presentation of the City of Seagoville’s Six Month Financial Report for Fiscal Year 2017 (Finance)**

Finance Director Patrick Harvey presented the City of Seagoville’s Six Month Financial Report for Fiscal Year 2017.

- 7. Police Chief to update the council on pending legislation regarding cell phone use while driving (Police Chief)**

Police Chief Calverley stated this is H.B. 62 and if it is not passed, it will be brought back to Council. In response to a question by Councilmember Hernandez, Police Chief Calverley stated that there could be exclusions for law enforcement to H.B. 62 for a number of reasons, ex., if they are requested to call dispatch. City Manager, Patrick Stallings stated patrols car are cramped as is, so hands free devices are being considered. Councilmember Magill suggested that anyone interested should participate in a ride-out [with a police officer] and they would be able to understand how cramped the patrol cars are.

**8. Receive Councilmember Reports/Items of Community Interest-** as authorized by Section 551.0415 of the Texas Government Code.

Councilmember Hernandez reminded everyone that Keep Seagoville Beautiful is this coming Saturday, April 22, 2017 at Central Park.

**9. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

No future agenda items.

**Adjourned at 7:53 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
JOINT WORK SESSION  
APRIL 24, 2017**

**The Joint Work Session of the City Council of the City of Seagoville, Texas and the Seagoville Economic Development Corporation was called to order at 7:00 p.m. on Monday, April 24, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember
Don Cole	Chair
Jose Hernandez	Board Vice Chair
Barbara Sherman	Secretary/Treasurer
Stepper Sebastian	Board Member
Martin Ashley	Board Member
Harold Magill	Board Member

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, and City Secretary Kandi Jackson.

City Council Call to order at 7:00 p.m.  
SEDC Call to order at 7:00 p.m.

- 1. Discuss Seagoville Economic Development Corporation (SEDC) owned properties, specifically 101-115 and 203 North Kaufman Street; 108 Railroad Road; and 102, 104, 106 West Elm Street, to include but not be limited to current and future uses, repairs, and upgrades, and the overall vision for the Seagoville downtown area.**

SEDC Chair Don Cole stated Seagoville Economic Development was seeking Council's advice concerning the properties at 101-115 and 203 North Kaufman Street; 108 Railroad Road; and 102, 104, 106 West Elm Street.

Several Council Members provided feedback concerning the structural integrity of the buildings. They discussed future uses for the buildings. There was general discussion in obtaining grants to refurbish the buildings.

- 2. Discuss vacant property generally located southwest of U.S. Highway 175 at E. Bluff Road, and north of F.M. 1389, and provide direction as to future land use and desire development in this area.**

Landowner Mr. Mabry was present and answered Council's questions concerning land use. He informed Council that he will submit a development proposal at a future time.

City Manager Pat Stallings provided feedback concerning distribution center use.

The general agreement of Council was to focus on Environmental Way.

- 3. Staff update on status of family entertainment center.**

Economic Development Director Kirk Clennan provided update on Project MG.

**SEDC Adjourned at 8:20 p.m.**

**City Council Adjourned at 8:21 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Consent Agenda Item: 2***

**Meeting Date:** May1, 2017

***Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 306 S Kaufman, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (City Manager)***

### **ITEM DESCRIPTION:**

Dallas County has submitted a request to the city of Seagoville requesting a council resolution authorizing the sale of property located at 306 S Kaufman.

### **BACKGROUND OF ISSUE:**

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

Approve resolution.

### **EXHIBITS:**

Request from Dallas County  
Resolution authorizing sale of property

**Sheriff's Deed**

040417-03

The State of Texas, }  
County of Dallas.

**KNOW ALL MEN BY THESE PRESENTS:**



201700111555

SHERIFF DEED 1/2

NOTICE OF CONFIDENTIALITY RIGHTS: "IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

THAT, WHEREAS, By virtue of a certain Order of Sale, issued out of the Honorable 68<sup>th</sup> Judicial District Court, Dallas County, State of Texas, on 18<sup>th</sup> day of January, A. D. 2017 in and for Dallas County, Styled DALLAS COUNTY, ET AL, Plaintiff-versus- ROBERT HUDSON, Case No. TX-15-00594. On a certain judgment and Decree of Foreclosure rendered on the 24<sup>th</sup> day November, A.D. 2015, by said Court and directed and delivered to me as Sheriff of Dallas County, Texas, commanding me to seize and sell the real property described in said Order of Sale, I, Lupe Valdez, Sheriff, aforesaid, did upon the 17<sup>th</sup> day of February, A.D.,2017, execute said property described in said Order of Sale, by having notice of the time and place of such sale published in the English language, once a week for three consecutive weeks, preceding such sale, in the DAILY COMMERCIAL RECORD a newspaper published in said County, the first of said publications appearing not less than twenty days immediately preceding the day of said sale, and by MAILING a written notice of such sale to Robert Hudson, Defendant(s) and on the 1st Tuesday in April, A.D. 2017 it being the 4<sup>th</sup> day of the month, within the hours prescribed by law, (10:00 A.M.) sold said real property at public auction in the County of Dallas at the Courthouse door thereof, at which sale the real property herein after described was struck off to Dallas County on its behalf and Trustee for City of Seagoville, DISD, for the sum of \$25,450.00 Dollars as there were no bids taken on that property therefore.

*NOW, THEREFORE*, in consideration of the premises aforesaid and of the payment to me of the said sum of \$25,450.00 Dollars, the receipt of which is hereby acknowledged, I, Lupe Valdez, Sheriff as aforesaid, have SOLD and CONVEYED, and by these presents do SELL and CONVEY unto the said Dallas County on its behalf and Trustee for City of Seagoville, DISD, all of the estate, right, title and interest which the said Defendant had on the 24<sup>th</sup> day of November, A.D.2015 or at any time afterwards, in and to the following described real property, same being also described in the said Order of Sale, all that certain lot, tract or parcel of land, lying in being situated in Dallas County, TX and being more particularly described as follows:

PROPERTY ADDRESS: 306 SOUTH KAUFMAN STREET, SEAGOVILLE, DALLAS COUNTY, TEXAS. ACCT NO: 65017813050300000; LOT 30, BEING A 0.349 ACRE TRACT OF LAND, OUT OF THE H.D. BOHANNON SURVEY NO. 178, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AS SHOWN BY DEED RECORDED IN INSTRUMENT NO. 20080300496 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS AND MORE FULLY DESCRIBED IN THE DEED AND INCORPORATED HEREIN FOR ALL PURPOSES AND MORE COMMONLY ADDRESSED AS 306 SOUTH KAUFMAN STREET, SEAGOVILLE, DALLAS COUNTY, TEXAS.

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. 26-R-2017**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTY LOCATED AT 306 S KAUFMAN BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE**

**WHEREAS**, this matter was briefed to the Seagoville City Council (“City Council”) on May 1, 2017, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

**WHEREAS**, several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

**WHEREAS**, those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville and Dallas Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

**WHEREAS**, by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens, and

**WHEREAS**, the City of Seagoville desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS; THAT:**

**Section 1.** The City does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit “A,” attached hereto and made a part hereof and the Seagoville City Council does hereby consent to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with

Section 34.05(j) of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

**Section 2.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

**PASSED and APPROVED** this 1st day of May, 2017 by the City of Seagoville City Council, Seagoville, Texas.

APPROVED:

\_\_\_\_\_  
Dennis K. Childress, Mayor

ATTEST:

\_\_\_\_\_  
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Alexis G. Allen, City Attorney

# EXHIBIT "A"

## TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE COUNTY OF DALLAS AS TRUSTEE FOR DALLAS I.S.D. AND CITY OF SEGOVILLE

STREET ADDRESS	CITY	TAX ACCOUNT #	IMPROVED / UNIMP.	LAND SIZE (APPROX.)	DCAD VALUE	JUDGMENT CAUSE No.	JUDGMENT AMOUNT	STRIKE OFF AMOUNT	MARKET VALUE IN JUDGMENT	TAX YEARS INCLUDED IN JUDGMENT (COUNTY, CITY, SCHOOL)	DATE OF SHERIFF'S SALE
306 S Kaufman Street	Seagoville	65017813050300000	Unimproved	72' x 210' 15,130 SF	\$19,500	TX-15-00594 11/24/2015	\$15,568.20	25,450	\$25,450	County: 1999, 2006-2014 City: 1999, 2006-2014 DISD: 1999, 2006-2014	04/04/17

## *Consent Agenda Item:   3*

**Meeting Date:** May 1, 2017

**Consider accepting resignation letters from Stacy Wright and Jodi Gunnels from the Parks & Recreation Board and declaring vacancies in Place 4 and Place 7 (Board Liaisons)**

### **ITEM DESCRIPTION:**

Accept resignation letters

### **BACKGROUND OF ISSUE:**

On March 08, 2017 staff received a resignation from Stacy Wright for the Parks & Recreation Board, and on March 23, 2017 staff received another resignation letter from Jodi Gunnels for the Parks & Recreation Board as well.

### **FINANCIAL IMPACT:**

None

### **RECOMMENDATION:**

Accept resignation letters.

### **EXHIBITS:**

Letter from Stacy Wright  
Letter from Jodi Gunnels

**From:** Jodi Gunnels [<mailto:msjodisanchez@gmail.com>]  
**Sent:** Thursday, March 23, 2017 8:36 AM  
**To:** Jessica Sherman <[JSherman@seagoville.us](mailto:JSherman@seagoville.us)>  
**Subject:** Re: Park Board Resignation...

Good morning!

At this time, I would like to officially resign from the Parks and Recreation board. I am unable to attend the meetings and fulfill my responsibility.

I appreciate the opportunity to serve on the board and apologize for any inconvenience my resignation may cause.

On Mar 8, 2017 9:09 AM, "Jessica Sherman" <[JSherman@seagoville.us](mailto:JSherman@seagoville.us)> wrote:

Good Morning,

When you have a moment, would you please email me your resignation to withdraw from the Park Board Committee. I am sorry to see you go but I understand you have a busy schedule and a new grandbaby. I wish you nothing but the best and look forward to seeing you around.

Have a great day,

Jessica Sherman

-----Original Message-----

From: Stacy Wright [<mailto:stacywright0817@gmail.com>]

Sent: Wednesday, March 08, 2017 4:05 PM

To: Jessica Sherman <[JSherman@seagoville.us](mailto:JSherman@seagoville.us)>

Subject: Resignation for Stacy Wright

Jessica,

I would like to inform you that I am resigning from my place on the Parks Board in Seagoville effective March 8, 2017.

Thank you for the opportunity that you have provided me during my time on the board. I have enjoyed being a part of this and appreciate the support you all have provided me. Thank you for understanding that I am having to leave due to personal reasons.

I wish you all nothing but the best. Thank you again.

Warm Regards,

Stacy Wright

[Stacywright0817@gmail.com](mailto:Stacywright0817@gmail.com)

Sent from my iPhone

## **Regular Agenda Item:   4**

**Meeting Date:        May 1, 2017**

***Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 "Fireworks", Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)***

### **ITEM DESCRIPTION:**

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, ARTICLE 9.04, "FIREWORKS", OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION 9.04.001 (B) TO AMEND THE EXEMPTION APPLICABLE TO THE PROPERTY CONTIGUOUS TO THE NORTH SIDE OF HIGHWAY 175 WHICH WAS ANNEXED INTO THE CITY AFTER MAY 1, 2012; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

### **BACKGROUND OF ISSUE:**

At the April 3, 2017 council meeting Community Service Director Ladis Barr presented a request [from the property owner] for a 10-year extension to the 2022 expiration of exemptions for the property in question. There was considerable discussion on the matter with several council members expressing they would not agree with the absence of a fire suppression system past the year 2022. They requested the city attorney draft an additional provision that if in 2022 the property owner has a fire suppression system installed and has the required liability insurance, then the six thousand (6,000) square foot minimum building requirement could be waived.

At the April 17, 2017 council meeting property owner James Sudduth provided information to the council regarding the limitations he has for installing a sprinkler system in the absence of a city water line to his property. Councilmember Hernandez made a motion to table this item to the May 1, 2017 council meeting in order to allow Mr. Sudduth time to research the liability insurance requirements.

### **FINANCIAL IMPACT:**

NA

### **RECOMMENDATION:**

NA

### **EXHIBITS:**

Proposed Ordinance Amendment

**AN ORDINANCE OF THE CITY OF SEAGOVILLE**

**ORDINANCE NO. 09-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, ARTICLE 9.04, "FIREWORKS", OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION 9.04.001 (B) TO AMEND THE EXEMPTION APPLICABLE TO THE PROPERTY CONTIGUOUS TO THE NORTH SIDE OF HIGHWAY 175 WHICH WAS ANNEXED INTO THE CITY AFTER MAY 1, 2012; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council desires to amend its ordinance to extend the exemption currently existing providing certain health and safety requirements are satisfied; and

**WHEREAS**, the City Council finds that it would be in the best interest of its citizens to amend Chapter 9, "Fire Prevention and Protection", Article 9.04 of Seagoville's Code of Ordinances as set forth below.

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

**SECTION 1:** Chapter 9, "Fire Prevention and Protection", Article 9.04, "Fireworks", Section 9.04.001 of Seagoville's Code of Ordinances is hereby amended as set forth below:

**"ARTICLE 9.04 FIREWORKS**

**Sec. 9.04.001            Sale; Display; Storage**

(a) . . . .

(b) The provisions of this ordinance as to sale or display shall not apply to the following: . . . .

(2) Property contiguous on the north side of State Highway 175 which was annexed into the City after May 1, 2012. The provisions of this subsection shall expire on April 30, 2022. However, the property described in this subsection shall be exempt from the provisions of this section after April 30, 2022 if the Property is zoned as a Planned Development with allowable uses consistent with light manufacturing districts and a regulation allowing the sale, display and storage of the fireworks under specific conditions, including minimum liability insurance coverage of \$20,000,000.00 per occurrence, naming the City of Seagoville as an additional insured, and the owner has installed an adequate fire suppression sprinkler system.

(c) It shall be an affirmative defense to prosecution under this article . . . .”

**SECTION 3:** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 4:** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 5:** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 6:** That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

**SECTION 7:** This Ordinance shall become effective from and after its adoption and publication as required by law.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_\_ day of May, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## ***Regular Agenda Item:   5***

**Meeting Date:**       **May 1, 2017**

***Discuss and consider approving the First Amendment to the Economic Development Agreement between Actuant Corporation and the Seagoville Economic Development Corporation (SEDC)***

### **ITEM DESCRIPTION:**

First Amendment to the Economic Development Agreement between Actuant Corporation and the Seagoville Economic Development Corporation.

### **BACKGROUND OF ISSUE:**

On Thursday, 9 March 2017, Mr. Kevin Curtin, Global Manufacturing Project Manager, visited with Messrs. Don Cole and Kirk D. Clennan about an update to the Economic Development Incentive Agreement criteria between the Seagoville Economic Development Corporation and Actuant Corporation. Some unforeseen issues had arisen between Actuant and Elite Construction Pros, General Contractor. This delayed the last “five- to ten-percent” of facility completion.

Under *Article IV, Conditions to Economic Development Grant and Article V, Termination; Repayment*, there are sections that outline performance criteria. Mr. Curtin was sent an email to advise the SEDC in writing about expectations for completion of facility expansion, capital investment and employment.

Don, along with Mr. Pat Stallings, City Manager and Mrs. Alexis Allen, City Attorney, were copied on email correspondence. The attached “First Amendment and Extension to Economic Development Incentive Agreement” is provided for your review and action.

### **FINANCIAL IMPACT:**

\$50,000.00 (this is not another \$50,000.00, just an extension of what is already committed.)

### **RECOMMENDATION:**

Recommend approval of First Amendment and Extension to Economic Development Incentive Agreement between the SEDC and Actuant Corporation in Seagoville TX.

### **EXHIBITS:**

First Amendment and Extension to Economic Development Incentive Agreement between the SEDC and Actuant Corporation

SEDC Resolutions

City of Seagoville Resolutions

Economic Development Incentive Agreement

## FIRST AMENDMENT AND EXTENSION TO ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS FIRST AMENDMENT AND EXTENSION (the "Amendment 1") TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT by and between the Seagoville Economic Development Corporation ("SEDC") and Actuant Corporation (the "Company") is made effective as of the 24<sup>th</sup> day of March, 2017.

### RECITALS

WHEREAS, SEDC and Company are party to that certain Economic Development Incentive Agreement (the "Agreement") executed on the 13<sup>th</sup> day of May, 2016 (the "Agreement");

WHEREAS, SEDC and Company have agreed to amend and extend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, SEDC and Company agree as follows:

1. The second WHEREAS of the "Witnesseth" Section of the Agreement shall be deleted in its entirety and replaced with the following:

*"WHEREAS Company owns or leases the real property and improvements located at 704 W. Simonds Road, City of Seagoville, Texas (the "Premises") and plans to expand its operations through the investment of approximately \$2.4 Million Dollars in renovations to the Premises and the construction of a new 20,000 square foot industrial building on the Premises (hereinafter defined); and"*

2. The second paragraph of Section 4.1 of the Agreement, entitled "Expansion of the Premises" shall be hereby deleted and replaced with the following:

*"The expansion shall be completed on or before September 30, 2017 unless a reasonable extension to this term is requested by Company due to events beyond its reasonable control and/or logistic or operational issues not caused directly by the Company (including delays by any contractors or sub-contractors of the Company). In no event the extension of this term shall be more than twelve (12) months from September 2017."*

3. All references in the Agreement to December 31, 2016 shall be replaced with the September 30, 2017 date as referred to in Section 1 of this Amendment as appropriate, and therefore extended as applicable.

4. Section 4.8 of the Agreement entitled "Capital Investment" shall be hereby deleted and replaced with the following:

*"Capital Investment: Capital Investment for the Expansion of the Premises, including the construction of the new facility and installation of related Tangible Personal Property as of September 30, 2017 (or any other date as extended hereof by agreement the parties) shall be at least Two Million Four Hundred Thousand Dollars (US\$2.4 Million). Company shall, within ninety (90) days after September 30, 2017 (or any other date as extended hereof by agreement of the parties) supply SEDC with copies of records, receipts, bills, and such other information as may be reasonably requested by SEDC to document compliance with the required Capital Investment."*

5. Subparagraphs (1) through (5) of Subsection (b) of Section 5.2, entitled "Repayment" shall be hereby deleted and replaced with the following:

- (1) *If Company fails to add and continually employ one (1) New FTE by December 1, 2018, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and*
- (2) *If Company fails to add and continually employ two (2) New FTE between January 1, 2019 and December 31, 2019, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and*
- (3) *If Company fails to add and continually employ three (3) New FTE between January 1, 2020 and December 31, 2020, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and*

- (4) If Company fails to add and continually employ four (4) New FTE between January 1, 2021 and December 31, 2021, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (5) If Company fails to add and continually employ five (5) New FTE between January 1, 2022 and December 31, 2022, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment.

It is mutually understood and agreed by the parties that the Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have caused this Amendment to be executed by their authorized representatives and upon execution by both parties, it shall be effective as of the day and year set forth above.

**Actuant Corporation**

**Seagoville Economic Development Corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 03-2016**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, AUTHORIZING THE BOARD CHAIR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN ACTUANT CORPORATION, AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Actuant Corporation has requested an Economic Development Grant in the amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for defraying some of the costs of the expansion, construction of a 20,000 square foot industrial building on the property located at 704 W. Simonds Road, Seagoville, TX ; and

**WHEREAS**, Actuant Corporation's development of the Premises will retain jobs and will provide additional employment opportunities within the City; and

**WHEREAS**, Actuant Corporation has advised the Seagoville Economic Development Corporation (hereinafter defined as the "SEDC") that a contributing factor that would induce Actuant to construct and maintain a facility on the Premises would be an agreement by the SEDC to provide an economic development grant to Actuant Corporation.

**WHEREAS**, the SEDC has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the SEDC pursuant to and in accordance with those programs; and

**WHEREAS**, the SEDC is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 505 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City of Seagoville; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE, ECONOMIC DEVELOPMENT CORPORATION:**

**SECTION 1.** That the Chairman is hereby authorized to execute an Economic Development Agreement for infrastructure pursuant to the terms and conditions of said Agreement, which is attached hereto and incorporated herein, as Exhibit A on behalf of the Seagoville Economic Development Corporation.



**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. 29-R-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION TO UNDERTAKE A PROJECT FOR THE RETENTION OF JOBS AND EXPANSION OF BUSINESS DEVELOPMENT IN THE CITY, INCLUDING A GRANT IN AN AMOUNT WHICH EXCEEDS TEN THOUSAND DOLLARS (\$10,000.00), IN ACCORDANCE WITH THE TEXAS LOCAL GOVERNMENT CODE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Seagoville, Texas is a home-rule municipality located in Dallas, County; and,

**WHEREAS**, the City of Seagoville, Texas, after voter approval, has established a Type B Economic Development Corporation to consider economic development projects within the city; and,

**WHEREAS**, Actuant Corporation has made an application concerning property located at 704 W. Simonds Road; and,

**WHEREAS**, said economic development client has made an application to the Seagoville Economic Development Corporation to consider a project that will facilitate the expansion of the current facility located on the property and will result in the retention of existing jobs and the expansion of business development within the City (the "Project"); and,

**WHEREAS**, such Project will require the construction of a new commercial structure and the relocation of manufacturing equipment to the new structure; and

**WHEREAS**, the economic development client has requested a grant in an amount which exceeds \$10,000.00 from the Seagoville Economic Development Corporation for the Project; and

**WHEREAS**, in conformance with Section 505.158(b) of the Texas Local Government Code, the governing body of the City by resolution should consider whether or not such project should be undertaken by the Seagoville Economic Development Corporation for an economic incentive grant; and,

**WHEREAS**, the City Council, after holding two separate readings of this resolution finds it in the best interest of the citizens of Seagoville to approve the expenditure by the Seagoville Economic Development Corporation for the Project.

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

**SECTION 1.** The Board of Directors for the Seagoville Economic Development Corporation should consider whether or not it is appropriate to give an economic development grant for such project at said location, in compliance with the Corporation's Incentive Grant Policy and after conducting the appropriate public hearing in accordance with state law; and,

**SECTION 2.** The Corporation, after considering such grant the policies and procedures of the Seagoville Economic Development Corporation, has approved the Project and has recommended that it be presented to Council for final approval in accordance with the Bylaws of the Corporation; and

**SECTION 3.** The City Council for the City of Seagoville, Texas hereby finds that the Project will result in the retention of existing jobs and the expansion of business development within the City and approves the Project for funding by the Seagoville Economic Development Corporation.

**SECTION 4.** Nothing contained in this resolution shall be construed as approval in advance of any such grant, nor does this resolution establish that the Project currently complies with all applicable use and development regulations or other legal requirements required by law for development of the Project in accordance with the City's ordinances, rules and regulations.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED AND APPROVED** First Reading by the City Council of the City of Seagoville, Texas, on this the 18<sup>th</sup> day of April, 2016.

**DULY PASSED AND APPROVED** Second Reading by the City Council of the City of Seagoville, Texas, on this the 16<sup>th</sup> day of May, 2016.

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. 36-R-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RESOLUTION NO. 03-2016 APPROVING THE TERMS AND CONDITIONS OF THE ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND ACTUANT CORPORATION FOR INFRASTRUCTURE IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) LOCATED AT 704 W. SIMONDS ROAD, SEAGOVILLE, TEXAS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation (SEDC) authorized, by the Development Corporation Act of 1979. Article 5190.6, Tex. Rev. Civ. Stat., §4B, approved entering into a park project agreement with the City of Seagoville, at a regular called meeting on May 9, 2016; and

**WHEREAS**, the SEDC has appropriated an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for infrastructure improvements to property located at 704 W. Simonds Road, Seagoville, Texas; and

**WHEREAS**, the City Council has determined that the improvements would be an economic benefit to the City of Seagoville, Texas.

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

Section 1. The SEDC is hereby authorized to disburse funds in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00) for infrastructure improvements located at 704 W. Simonds Road, Seagoville, Texas.

Section 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

Section 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 4. This Resolution shall become effective immediately from and after its

passage, as the law and charter in such cases provides.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, on the 16<sup>h</sup> day of May, 2016.

APPROVED:

  
\_\_\_\_\_  
MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY SECRETARY



**FILE COPY**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**

This Economic Development Incentive Agreement ("Agreement") is made by and between the Seagoville Economic Development Corporation ("SEDC") and Actuant Corporation, a Wisconsin corporation (the "Company") (each a "Party" and collectively the "Parties"), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, Company conducts a manufacturing business in the City of Seagoville; and

**WHEREAS**, Company owns or leases the real property and improvements located at 704 W. Simonds Road, City of Seagoville, Texas (the "Premises") and plans to expand its operations through the investment of approximately \$1.7 Million Dollars in renovations to the Premises and the construction of a new 20,000 square foot industrial building on the Premises (hereinafter defined); and

**WHEREAS**, Company currently maintains approximately seventy-five (75) employment positions at the Premises and intends through the future growth plans of operations to create five (5) additional Employment Positions (hereinafter defined); and

**WHEREAS**, Company has advised SEDC that a contributing factor that would induce Company to expand its operations at the Premises would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs associated with the expansion and related costs of employing additional personnel at the Premises in the City of Seagoville; and

**WHEREAS**, SEDC has adopted programs for promoting economic development; and

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the "Act"), authorizes SEDC to provide economic development grants for the creation and retention of primary jobs that are required for the development of manufacturing and industrial facilities, research and development facilities and for infrastructure suitable for new or expanded industrial business enterprises; and

**WHEREAS**, SEDC has determined that the Employment Grant (hereinafter defined) to be made hereunder is required or suitable to promote or develop new or expanded business enterprises and to encourage the retention and addition of jobs in the City, and constitutes a "project", as that term is defined in the Act; and

**WHEREAS**, SEDC has determined that making the Employment Grant(s) (hereinafter defined) to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants, and will promote local economic development and stimulate business and commercial activity in the City; and

**NOW THEREFORE**, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I  
Term**

This Agreement shall be effective on the Effective Date (hereinafter defined) and continue until the Expiration Date (hereinafter defined), unless sooner terminated as provided herein.

**Article II  
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“SEDC” shall mean the Seagoville Economic Development Corporation.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of a receiver for any part of such Party’s property where such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such Party where such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Employment Positions” shall mean seventy-five (75) Employment Positions existing as of the Effective Date

“Capital Investment” shall mean Company capitalized costs for the: (i) construction of a new 20,000 square foot industrial building on the Premises; (ii) acquisition and installation of additional Tangible Personal Property at the Premises; (iii) expansion of operations; and (iv) the creation of additional Employment Positions at the Premises.

“City” shall mean the City of Seagoville, Dallas County, Texas.

“City Incentive Agreement” shall mean that certain economic development agreement of approximate date herewith, by and between City and Company.

“Company” shall mean Actuant Corporation, a Wisconsin corporation.

“Effective Date” shall mean the last date of execution hereof.

“Grant” shall mean an economic development grant in the amount of One Hundred Thousand Dollars (\$100,000.00), to be paid as set forth herein.

“Employment Positions” shall mean Full-Time Equivalent (FTE) Position Primary Jobs eligible for employee benefits that have been created, maintained and filled at the Premises per Employment Period. FTE’s are one or more jobs located on the premises that individually or collectively total 2,080 hours, inclusive of holidays, vacation, sick leave and occasional travel. The number of FTE’s for an Employment Period shall be based on a weekly average count of FTE’s working at the Premises during each calendar week during the Employment Period.

“Expiration Date” shall mean March 31, 2026.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Freeport Goods” shall have the same meaning as assigned by Section 11.251 of the Tax Code and Article VIII, Section 1-j of the Texas Constitution and located on the Real Property. Freeport Goods does not include “Goods in Transit” as defined by Tax Code, Section 11.253.

“FTE Position” or “FTE” means a position filled by individuals scheduled to work at the Leased Premises (or from a remote location within the City) for a combined total of at least 1,820 hours during an Employment Period.

“Goods in Transit” shall have the same meaning assigned by Tax Code, Section 11.253.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees and other charges, whether general or special, ordinary or extraordinary, foreseen or unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company with respect to the Premises or any property or any business owned and/or leased by Company within the City.

“New Employment Positions” shall mean Employment Positions added to the Premises in excess of the number of the Base Employment Positions.

“Payment Request” shall mean a written request from Company to SEDC for payment of the Grant, as the case may be, accompanied by a copy of the building permit issued by the City of Seagoville and proof that construction has commenced, for the first payment; and a copy of the Certificate of Occupancy issued by the City, for the second payment.

"Premises" shall collectively mean the real property and improvements located at 704 W. Simonds Road, Seagoville, Texas, and any other real property owned, leased or occupied by Company in the City.

"Primary Jobs" shall have the same meaning as assigned by Section 501.002(12) of the Texas Local Government Code.

"Related Agreements" shall mean the City Incentive Agreement and any agreement (not including this Agreement) by and between SEDC or City, and Company, or any of its affiliated or related entities.

"Required Use" shall mean the continuous operation of the Premises for industrial and/or manufacturing purposes.

"Tangible Personal Property" shall mean any personal property, equipment, furniture and fixtures, owned or leased by Company and located on the Premises subsequent to the Effective Date. Tangible Personal Property shall not include Freeport Goods or Goods in Transit.

### **Article III Economic Development Grant**

#### **3.1 Grant.**

(a) Subject to continued satisfaction of all the terms and conditions of this Agreement by Company, and the obligation of Company to repay the Grants pursuant to Article V hereof, SEDC agrees to provide Company with two (2) installments of the Grant to be paid within thirty (30) day after SEDC receipt of the applicable Payment Request. The amount of each installment of the Grant shall be Fifty Thousand Dollars (\$50,000.00). The first installment shall be paid after the Company has been issued a building permit from the City of Seagoville and construction has commenced; the second installment shall be paid after the Certificate of Occupancy has been issued by the City for the new facility.

(b) In no case shall the total amount of the Grant paid pursuant to this Agreement exceed One Hundred Thousand Dollars (\$100,000.00). The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

3.2 **Grant Limitations.** Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 **Current Revenue.** The Grants made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC; provided, however, SEDC agrees during

the term of this Agreement to make a good faith effort to appropriate funds each year to pay the Grant for the then ensuing fiscal year. Consequently, notwithstanding any other provision of this Agreement, SEDC shall have no obligation or liability to pay any Grant except as stated herein and as allowed by law.

#### **Article IV**

#### **Conditions to Economic Development Grant**

The obligation of SEDC to provide the Grant hereunder shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

4.1 Expansion of the Premises. Company shall complete construction of an additional Twenty-Thousand (20,000) square foot facility on the Premises. In addition to the new facility, the Company shall complete the related infrastructure, including an access road to the facility, the expansion of necessary utilities, and construction of sufficient parking facilities.

The expansion shall be completed on or before December 31, 2016, unless a reasonable extension to this term is requested by Company due to events beyond its reasonable control and/or logistic/operational issues not caused directly by the Company (including delays of any contractors or subcontractors of Company) In no event the extension of this term shall be more than 12 months from December 31, 2016.

4.2 New Employment Positions. Company shall create and maintain at least five (5) New Employment Positions on or before December 31, 2021. Failure to add at least one (1) New Full-Time Employment Position per year for the five (5) years of the Term of the Agreement will subject the Company to Repayment of the Grant(s), as provided in Section 5.2(b) below.

4.3 Continuous Occupancy. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Premises shall be continuously owned and/or leased and occupied by the Company or any of its successors and assignees.

4.4 Total Employment Positions. During the term of this Agreement, following the Effective Date and continuing thereafter until the Expiration Date, Company shall maintain at least Seventy-Five (75) Employment Positions at the Premises, with one additional Full-Time Employee position added each year for the first five (5) years of the term of the Agreement. Company shall, on or before December 31, 2016, and on or before December 31<sup>st</sup> of each year for the following five (5) years thereafter, supply SEDC with copies of employment records and such other information as may be reasonably requested by SEDC to document compliance with the required Employment Positions.

4.5 Payment Request. Company shall, as a condition precedent to the payment of each Grant, provide SEDC with the applicable Payment Request.

4.6 Good Standing. Company shall not have an uncured material breach or material default of this Agreement.

4.7 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Premises shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than sixty (60) days, except in connection with and to the extent of an event of Force Majeure.

4.8 Capital Investment. Capital Investment for the Expansion of the Premises, including the construction of the new facility and installation of related Tangible Personal Property as of December 31, 2016 shall be at least One Million, Seven Hundred Thousand Dollars (US\$1.7 Million). Company shall, within ninety (90) after December 31, 2016 supply SEDC with copies of records, receipts, bills, and such other information as may be reasonably requested by SEDC to document compliance with the required Capital Investment.

## **Article V Termination; Repayment**

- 5.1 Termination. This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the Parties;
  - (b) Expiration Date;
  - (c) upon written notice, by either Party in the event the other Party materially breaches any of the terms or conditions of this Agreement and such material breach is not cured within thirty (30) days after written notice thereof;
  - (d) upon written notice, by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
  - (e) upon written notice, by SEDC, if any Impositions owed to the City or the State of Texas by Company shall become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such Impositions), and such delinquency is not cured within thirty (30) days after written notice thereof; and
  - (f) upon written notice, by SEDC, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

### 5.2 Repayment.

- (a) Upon Termination. In the event this Agreement is terminated by SEDC pursuant to Section 5.1 (c), (d), (e) or (f), Company, at SEDC sole remedy, shall immediately refund to SEDC an amount equal to all of the Grants paid by SEDC to Company preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by SEDC) as

its prime or base commercial lending rate, from the Effective Date. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

(b) **Recapture.** In the event the Company fails to satisfy the New Employment Positions condition provided for in Section 4.2 hereof, the Company shall be required to repay up to fifty percent (50%) of the Grant, as provided herein:

- (1) If Company fails to add and continually employ one (1) New FTE by December 31, 2017, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (2) If Company fails to add and continually employ two (2) New FTE between January 1, 2018 and December 31, 2018, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (3) If Company fails to add and continually employ three (3) New FTE between January 1, 2019 and December 31, 2019, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (4) If Company fails to add and continually employ four (4) New FTE between January 1, 2020 and December 31, 2020, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment; and
- (5) If Company fails to add and continually employ five (5) New FTE between January 1, 2021 and December 31, 2021, Company shall repay Ten-Thousand Dollars (\$10,000.00), and such payment shall be made within thirty (30) days of the SEDC's demand for repayment.

5.3 **Right of Offset.** SEDC may at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to the City or SEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise and regardless of whether or not the debt due SEDC or the City has been reduced to judgment by a court.

## **Article VI Miscellaneous**

6.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 **Limitation on Liability.** It is understood and agreed between the Parties that Company in satisfying the conditions of this Agreement has acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with Company's actions. Further, Company agrees to indemnify and hold harmless SEDC from all claims, suits, demands and causes of actions by a third party arising out of Company's actions and performance of the conditions under this Agreement. SEDC agrees, however, that in no event shall the liability of

Company under this Agreement exceed the aggregate amount of all Grants received by Company hereunder, plus the amount of any interest owed by Company as set forth in Section 5.2 above.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

With a copy to:

Attn: Dr. Don Cole  
Board Chair  
Seagoville Economic Development  
Corporation  
105 N. Kaufman Street  
Seagoville, Texas 75159

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

If intended for Company:

Attn: Kevin Curtin  
Actuant Corporation  
N86 W12500 Westbrook Crossing  
Menomonee Falls, WI 53051

6.6 Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by a written agreement executed by both Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of

the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Recitals. The recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.13 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.14 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement Company agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Employment Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of four percent (4%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

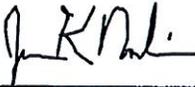
EXECUTED on this 9<sup>th</sup> day of May, 2016.

SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION

By: Dr. Don Cole  
Dr. Don Cole, Board Chair

EXECUTED this the 13th day of May, 2016.

ACTUANT CORPORATION

By:   
By: Jim Norlin, PHI Operations Leader

## ***Regular Agenda Item: \_\_ 6 \_\_***

**Meeting Date:**

**Discuss and consider approving a resolution authorizing the City Manager to execute a Memorandum of Understanding / Interlocal Agreement with Dallas County District Attorney's Office for the purpose of sharing criminal justice information (Police Chief)**

**ITEM DESCRIPTION:**

Interlocal agreement for sharing criminal justice information.

**BACKGROUND OF ISSUE:**

**FINANCIAL IMPACT:**

None.

**RECOMMENDATION:**

**EXHIBITS:**

Commissioners Court Briefing  
MOU/ILA Contract  
Resolution

## Commissioners Court Briefing

### Techshare.Prosecutor MOU/ILA for Information Sharing

#### **Background:**

On July 10, 2012, the Dallas County Commissioners Court approved Order No. 2012-1155, which authorized Dallas County's participation in the Techshare.Prosecutor (TSP) software development project. This joint venture, led by the Texas Conference of Urban Counties (CUC), included Dallas, Tarrant, Travis, and Midland Counties and began in September 2012. On December 11, 2012 the Commissioners Court issued Court Order No. 2012-2109 which authorized Dallas County's participation in the ACMS Prosecutor implementation project. On March 19, 2014, the District Attorney's Office enjoyed a successful go-live event and has been operating the software in the production environment since that time for internal electronic case management. This was all accomplished while remaining within the budgeted funding allocations.

The purposes of this briefing is to request Commissioners Court approval of the Memorandum of Understanding and Interlocal Agreement between Dallas County and Parkland Health and Hospital System/Dallas County Hospital District Police Department outlining each entity's duties and responsibilities with regard to information sharing, specifically criminal justice information (CJI), as it relates to filing adult criminal cases with the District Attorney's Office through the Law Enforcement Agency (LEA) Portal of TSP.

#### **Operational Impact:**

The MOU/ILA agreement memorializes the manner in which information will be shared and maintained with respect to the LEA Portal due to the electronic transfer of information. This MOU/ILA serves to promote the next phase and functionality of TSP.

While each party is responsible for setting security and access rules for the data transmitted and maintained on its side of TSP, and while such data may be used solely for law enforcement purposes, this agreement enumerates that each party shall comply with local, state, and federal law as it relates to the transfer of CJI.

The agreement addresses such issues as the following:

- Applicable law, e.g., the Federal Bureau of Investigation Criminal Justice Information Security Policy version 5.3, as amended, Title 28, Code of Federal Regulations, and Texas Department of Public Safety policies.
- Terms and Withdrawal
- Data Ownership, Access, and Security
- Access to TSP

**Financial Impact:**

The MOU/ILA states that each party is responsible for developing and maintaining its interfaces to the TSP system at each party's sole cost and expense.

**Legal Impact:**

The MOU/ILA was reviewed by the Civil Division of the District Attorney's Office. It was presented to the Texas Department of Public Safety to determine if they had any objections because CJI was transmitted electronically. The agreement's purpose is to be compliant with all applicable laws.

**Project Schedule:**

N/A

**M/WBE Participation:**

N/A

**Administrative Plan Compliance:**

This agreement supports Dallas County's vision under the Administrative Plan of becoming operationally a model governmental entity by promoting the next functionality phase of TSP via electronic case filing by Parkland Health and Hospital System/Dallas County Hospital District Police Department with the District Attorney's Office. This agreement is consistent with the Plan's goal that Dallas County services will be efficiently and effectively delivered in light of changes in technology.

**Recommendation:**

It is recommended that the Dallas County Commissioners Court approve this MOU/ILA for Information Sharing with Parkland Health and Hospital System/Dallas County Hospital District Police Department and authorize the County Judge to execute any documentation required to give effect to this MOU/ILA.

**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 SEAGOVILLE POLICE DEPARTMENT**

\_\_\_\_\_  
Name: Patrick Stallings

Title: City Manager

Date: \_\_\_\_\_ / \_\_\_\_\_ / 20\_\_\_\_

Contact Name & Address: Christine P. Dykes

Support Services Manager

600 N Hwy 175

Seagoville, TX 75159

Phone: (972) 287-6834

Email: [cdykes@seagoville.us](mailto:cdykes@seagoville.us)

## **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 polices 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](http://www.dps.texas.gov/securityreview) for information on submitting vendor/contractor fingerprints.**

Email can be sent to: [security.committee@dps.texas.gov](mailto: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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING/INTERLOCAL AGREEMENT AMONG PARTICIPATING LOCAL GOVERNMENTS FOR CRIMINAL JUSTICE INFORMATION SHARING VIA DALLAS COUNTY TECHSHARE.PROSECUTOR (“TSP”); PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas, understands and supports the sharing of criminal justice information with other agencies participating in the Memorandum of Understanding/Interlocal Agreement Among Participating Local Governments for Criminal Justice Information Sharing via Dallas County Techshare.Prosecutor software, and

**WHEREAS**, the City Council of the City of Seagoville, Texas, desires to generate, compile, and commonly use criminal justice information compiled by the Participating Local Governments for successful prosecution of criminal cases submitted to the District Attorney; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, pursuant to and under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code desires to enter into an Interlocal Agreement with Dallas County, Texas, to share criminal justice information through the Dallas County Techshare.Prosecutor software, and

**WHEREAS**, the City Council of the City of Seagoville, Texas, authorizes the City Manager to execute an updated Interlocal Agreement with Dallas County, Texas, for participation in the Memorandum of Understanding/Interlocal Agreement Among Participating Local Governments for Criminal Justice Information Sharing via Dallas County Techshare.Prosecutor software for the sharing of criminal justice information.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THAT:**

**Section 1.** The City Council of the City of Seagoville, Texas, authorizes the City Manager to execute an updated Interlocal Agreement with Dallas County, Texas, which is incorporated herein for all purposes and attached hereto as Attachment “A”, for participation in the Memorandum of Understanding/Interlocal Agreement Among Participating Local Governments for Criminal Justice Information Sharing via Dallas County Dallas County Techshare.Prosecutor software for the sharing of criminal justice information.

**Section 2.** That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas on the 1st day of May, 2017.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## ***Regular Agenda Item: \_\_\_ 7 \_\_\_***

**Meeting Date: May 1, 2017**

**Discuss and consider declaring vacancies due to absences on the Planning & Zoning Commission, Library Board, Parks & Recreation Advisory Commission, and the Animal Shelter Advisory Committee (Board Liaisons)**

### **ITEM DESCRIPTION:**

Staff is requesting official action, as Council determines appropriate, due to absenteeism on the following boards. Some of the documented absences may be considered excused according to the Council Rules of Procedure regarding Boards/Attendance.

Animal Shelter Oversight Committee (resident voter position)

Planning & Zoning Commission (Place 6)

Library Board (absences Places 1 and 6)

Parks & Recreation (Places 1, 2, and 5) [Places 4 and 7 vacancies addressed on Consent Agenda item]

### **BACKGROUND OF ISSUE:**

Council's Policy regarding board attendance states that "absence from three (3) consecutive meetings or four (4) cumulative meetings of a board, commission, or committee results in the automatic resignation of a member".

### **FINANCIAL IMPACT:**

None

### **RECOMMENDATION:**

Staff is requesting Council's official action regarding absent members and declaring vacancies in in those Places as Council sees fit.

### **EXHIBITS:**

Council Rules of Procedure, Section VII. Boards, Commissions and Committees

Attendance records for:

Animal Shelter Advisory Committee

Planning & Zoning Commission

Library Board

Parks & Recreation Board

## VII. BOARDS, COMMISSIONS AND COMMITTEES

### A. Appointment

Upon receipt of an application received Tuesday by 5:00 p.m. of the week prior to the meeting for which an appointment will be made, the Council shall consider and appoint members to Boards and Commissions as soon as practicable following each general election.

As the need arises, the City Council may appoint ad hoc advisory committees. Any committee so created shall cease to exist upon the completion of its purpose or when abolished by the City Council. The Mayor may make such appointments to ad hoc committees, but such appointments shall be made with the consent of the Council.

### B. Terms

Unless otherwise provided for by ordinance or statute, Board and Commission terms shall be for two years, or until a successor is appointed.

### C. Vacancies

A position in a board, commission, or committee shall be declared vacant if a term expires, or if a member fails to comply with the Attendance Policy.

Council shall appoint a replacement to fill an unexpired term in case of a vacancy. At the discretion of Council, current alternate members may be considered prior to new applicants. The alternate member with the longest tenure shall assume the duties of the vacant position until a regular appointment is made by the Council or until the term of office for which the alternate is filling expires. In the event more than one vacancy on a board, commission, or committee exists, the alternate member with the longest tenure shall assume the longest remaining term of the vacant position.

Resignation of a member of a board, commission, or committee shall be in writing. Resignation by a member of a board or commission is effective, and not subject to revocation, upon tendering written notification to the City Secretary and such vacancy shall be filled by the City Council for the remaining term, as set forth herein.

Regular and alternate members serve at the will of the City Council and may be removed by an affirmative vote of three (3) members of the Council.

Unless otherwise provided for by statute or ordinance, a member or alternate member who ceases to reside in the City of Seagoville or no longer meets the requirements for a Board or Commission during his or her term of office shall immediately forfeit his or her office. Notice must

be submitted to the City Secretary as soon as practicable, by the Chair of the Committee.

D. Attendance

Attendance by members is important to the proper functioning of all City boards, commissions, or committees. All members including alternates will attend all meetings. Any member unable to attend any meeting must notify the Chair or staff liaison of the board, commission, or committee at least two (2) hours prior to meeting. An absence will be considered unexcused unless a valid emergency.

To ensure the Board's or Commission's productivity, the City Council hereby establishes an attendance policy for its Boards & Commissions, as well as ad hoc committees which may from time to time be established.

The attendance policy requires both the regular and alternate members of a board, commission, or committee not miss more than three (3) meetings during any twelve month period beginning with the member's appointment date. An absence from a meeting may be excused by a board, commission, or committee, or by its chair, if it results from illness, vacation, death in the family or for a reason beyond the control of a member. It is the member's responsibility to seek an excused absence.

Absence from three (3) consecutive meetings or four (4) cumulative meetings of a board, commission, or committee results in the automatic resignation of a member. The Chair shall record the attendance of its respective board, commission, or committee and submit the findings to the City Secretary. When, in the opinion of the Chair, or by virtue of the attendance record, a member has not complied with the attendance requirement, the City Council through the City Secretary will be notified so that the vacancy on said board, commission, or committee might be filled. Quarterly attendance reports will be submitted to the City Secretary to provide to the City Council at the first meeting of each quarter.

From time to time, a joint session with the City Council may be held. Attendance at these joint sessions applies toward a member's attendance record. In the case of a joint session, the member shall notify the City Secretary or Board Liaison of his/her inability/reason for not attending.

## Animal Shelter Oversight Committee

### Attendance Record Quarterly Meetings

<b>MEETING DATE</b>	<b>Sgt. Karl Bailey</b>	<b>Justin Harley</b>	<b>Dr. Ronnie Mohr</b>	<b>Bettye Baker</b>	<b>Todd Brisbon</b>
9/20/2016	X	X	X	X	Absent
12/13/2016	X	Absent	X	X	Absent
4/4/2017	X	X	Absent	X	Absent

# PLANNING AND ZONING COMMISSION

## Attendance Record

	Place 1	Place 2	Place 3	Place 4	Place 5	Place 6	Place 7
MEETING DATE	(Vice-Chair) James Sudduth	Michael Dupuis	Garry Adams	(Chair) Alexandria Perez	(Vacant)	Catherine Braggs	Raymond Covert
8/12/2014	X			X		X	
9/9/2014	X			Excused		X	
9/23/2014	X			X		X	
10/28/2014	X			X		X	
11/13/2014(A)	Excused			X		X	
11/13/2014(B)	X			X		X	
12/1/2014	X			X		Excused	
3/24/2015	X			X		X	
5/12/2015	X			Unexcused		X	
7/2/2015	X		X	Unexcused		Excused	
7/7/2015	X		X	X		X	
8/11/2015	X		X	X		X	
8/25/2015	X		X	Excused		Excused	
9/8/2015	X		X	X		X	
9/29/2015	X		Excused	X		Excused	
10/27/2015	X		X	X		Excused	
11/10/2015	X		Unexcused	X		X	
12/8/2015	X		X	Arrived @ 6:34 pm		Excused	
1/12/2016	X		Unexcused	X		X	
2/23/2016	Excused		X	Unexcused		X	
3/8/2016	X		Unexcused	X		Excused	
4/12/2016	X		X	X		Excused	
7/12/2016	X	X	Unexcused	Arrived @ 6:40 pm		X	
7/26/2016	X	X	X	X		X	
8/23/2016	Excused	X	Unexcused	X		Unexcused	
9/27/2016	X	X	X	X		Excused	
10/11/2016	Excused	X	X	Arrived after Mtng		Excused	
10/25/2016	X	X	X	X		Excused	
11/17/2016	X	X	Unexcused	X		Unexcused	X
12/13/2016		Excused				Excused	
<b>Term Exp.</b>	<b>2018</b>	<b>2018</b>	<b>2017</b>	<b>2017</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>

The Commission tentatively meets on the 2nd & 4th Tuesdays of each month.

Commissioner Colvert was appointed by City Council during their meeting held on November 14, 2016.

## Library Advisory Board

### Attendance Record

	Place 1	Place 2	Place 3	Place 4	Place 5	Place 6
MEETING DATE	<b>Anthony Guttierrez</b>	<b>Reba Groblebe</b>	<b>Mary L. Graham</b>	<b>Judy Whitehead</b>	<b>Pat Bearden</b>	<b>Anne Sexton</b>
10/18/2016		EXCUSED	X	X	X	X
11/15/2016	APPOINTED	X	EXCUSED	X	X	EXCUSED
12/20/2016	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled	Cancelled
1/17/2017	UNEXCUSED	X	X	X	X	EXCUSED
2/21/2017	UNEXCUSED	X	X	X	X	EXCUSED
3/21/2017	UNEXCUSED	NO QUORUM	EXCUSED	NO QUORUM	NOQUORUM	EXCUSED
Term Expires	2017	2018	2017	2018	2017	2018



## ***Regular Agenda Item: 8***

**Meeting Date:** May 1, 2017

### ***Receive Councilmember Reports/ Items of Community Interest***

#### **ITEM DESCRIPTION**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

## ***Regular Agenda Item: 9***

**Meeting Date:**      **May 1, 2017**

### ***Future Agenda Items***

#### **ITEM DESCRIPTION:**

Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

## ***Executive Session Agenda Item: 10***

***Meeting Date:*** May 1, 2017

### **Item Description**

- A. In compliance with Section 551.071 of the Texas Government Code, Council will convene into a closed session to consult with the City Attorney about contemplated litigation concerning the City's Planning & Zoning operations.**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A

## *Executive Session Agenda Item: 11*

*Meeting Date:* May 1, 2017

### **Item Description**

**Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A