



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, APRIL 6, 2020**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, the City of Seagoville will conduct a Regular Meeting by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (CoVID-19).

To access the meeting video conference (which provides two-way communication for Public Comment during that portion of the Meeting), use the following link or phone number:

Video Conference:

- <https://webinar.ringcentral.com/j/1498365662>

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

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.*

If you would like to make a Public Comment, please email Kandi Jackson, City Secretary, at kjackson@seagoville.us no later than 6:00 P.M. on Monday, April 6, 2020.

Please include the following information in your email:

- **Name**
- **Address**
- **Email Address and Phone Number**
- **Agenda Item or general subject of your comment**

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 March 16, 2020 (City Secretary)**

REGULAR AGENDA-

- 2. Discuss and consider a Resolution of the City of Seagoville, Texas, approving the purchase of a 2020 Pierce Enforcer PUC/Pumper Engine in an amount not to exceed Six Hundred Ten Thousand Nineteen Dollars and Five Cents (\$610,019.05); approving the proposed financing structure for said purchase as set forth in the letter from Government Capital, which is attached hereto and incorporated herein as Exhibit "A"; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Fire Chief)**
- 3. Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Town of Sunnyvale, Texas for Emergency 9-1-1 communications center and dispatch services; providing a savings clause; providing a severability clause; and providing an effective date (Police Chief)**
- 4. Discuss and consider a Resolution of the City of Seagoville, Texas authorizing the City Manager to execute an Interlocal Agreement with the Town of Sunnyvale, Texas for the use of the City of Seagoville jail facility; providing a savings clause; providing a severability clause; and providing an effective date (Police Chief)**
- 5. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, continuing the Declaration of Local Disaster for Public Health Emergency relating to COVID-19; providing for implementation of the City's Emergency Management Plan; adopting the Governor's Executive Orders regarding the State of Disaster due to COVID-19 as may be amended from time to time; adopting Dallas County's Emergency Orders regarding the State of Disaster due to COVID-19 as may be amended from time to time; granting the Mayor the power and authority to review, adopt, ratify, and execute any subsequent emergency orders on behalf of the City Council; providing for a penalty clause; and providing an effective date (City Attorney)**
- 6. Receive an update from Republic Services with regard to COVID-19 response and procedures (Republic Services)**
- 7. Receive an update from City staff with regard to COVID-19 (Fire Chief)**
- 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.**

Adjourn

Posted Friday, April 3, 2020 by 5:00 P.M.


Kandi Jackson, City Secretary

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, April 20, 2020 Regular City Council Meeting**
- **Monday, May 4, 2020 Regular City Council Meeting**
- **Monday, May 18, 2020 Regular City Council Meeting**
- **Monday, June 1, 2020 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for March 16, 2020.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for March 16, 2020.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

March 16, 2020 Work Session Minutes
March 16, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
MARCH 16, 2020**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, March 16, 2020, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Fire Chief Todd Gilcrease, Health Inspector Jimmy Stephens, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

B. Receive a presentation concerning development process

City Manager Stallings introduced Community Development Barr and Halff Associates Inc, Civil Engineer Jeff Roberts to present the development process.

Adjourned at 7:09 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
MARCH 16, 2020**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:16 p.m. on Monday, March 16, 2020, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Fire Chief Todd Gilcrease, Health Inspector Jimmy Stephens, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor’s Report – *Mayor Childress stated to keep your mind at ease during this time read 2 Chronicles 7:14 tonight.*

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.*

None.

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 March 2, 2020 (City Secretary)

Motion to approve City Council Meeting minutes for March 2, 2020 – Epps, seconded by Magill; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider nominating a member for Place Six (6) on the STAR Transit Board of Directors (City Secretary)

City Secretary Jackson stated STAR Transit currently has a vacancy for Place Six (6) on their Board of Directors as an unexpired term ending August 31, 2022. Under their current ByLaws, the nomination process is open to the entire service area. STAR Transit is accepting nominations from any official elected to public office in the STAR Transit area, or any identified member of the public who has established residency in the STAR Transit Service Area. If there are nominations from the City of Seagoville, STAR Transit is requesting a nomination to the Board of Directors and an Associate Alternate. After all of the forms have been received by STAR Transit, the Nominations Committee will review the nominations and make a recommendation to the Board of Directors. She also stated a copy of STAR Transit ByLaws has been provided and the meetings are held on the 3rd Tuesday every month at 2:00 p.m. at the Operations Center in Terrell.

Mayor Pro Tem Epps nominated Councilmember Fruin as the Primary Board Member Nominee, seconded by Howard; motion passed with all ayes. 5/0

Councilmember Hernandez nominated Councilmember Howard as the Alternate Member Nominee, seconded by Fruin; motion passed with all ayes. 5/0

3. Receive an update concerning the purchase, replacement, and/or maintenance of fire apparatus (Fire Chief)

Fire Chief Gilcrease explained the purchase, replacement, and/or maintenance of fire apparatus.

4. Receive a presentation concerning Coronavirus (Health Inspector)

Health Inspector Jimmy Stephens made a presentation to Council concerning Coronavirus.

City Attorney Thomas stated she would like to go into Executive Session for legal advice concerning Coronavirus.

- 5. Discuss and consider a Resolution of the City of Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt repair work on Georgia Lane for compensation in an amount not to exceed Eighty Three Thousand Four Hundred Eighty Five Dollars and Forty Cents (\$83, 485.40) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

In response to a question by Mayor Childress, City Attorney Thomas stated Georgia Lane is a private street.

After some discussion, Mayor Childress stated Council will recess into Executive Session in compliance with Texas Government Code:

Section 551.071 to receive legal advice related to Regular Agenda Items #5 and #7.

City Council recessed into Executive Session at 7:46 p.m.

City Council reconvened into Regular Session at 8:41 p.m.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt repair work on Georgia Lane for compensation in an amount not to exceed Eighty Three Thousand Four Hundred Eighty Five Dollars and Forty Cents (\$83,485.40) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

- 6. Discuss and consider a Resolution of the City of Seagoville, Texas, approving C&M Concrete to provide concrete work for the parking area and play area for the new park to be located at Kaufman Street and Elm Street in exchange for compensation not to exceed Seventy Seven Thousand Three Hundred Seventy Seven Dollars and Fifty Cents (\$77,388.50), as set for the in Exhibit “A”, which is attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development Director)**

Motion to approve a Resolution of the City of Seagoville, Texas, approving C&M Concrete to provide concrete work for the parking area and play area for the new park to be located at Kaufman Street and Elm Street in exchanged for compensation not to exceed Seventy Seven Thousand Three Hundred Seventy Seven Dollars and Fifty Cents (\$77, 388.50), as set forth in Exhibit “A”, which is attached hereto and incorporated herein; authorizing City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

7. **Discuss and consider a Resolution of the City of Seagoville, Texas ratifying a Declaration of Local State of Disaster and an Associated Control Order, both issued by Mayor Dennis K. Childress in response to concerns related to the Coronavirus Disease 2019 (COVID-19) and consenting to continuation of the Declaration of Local Disaster and the Associated Control Order or entry of an amended control order by Council, for a period of time greater than seven days; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Manager)**

I make a motion to ratify the Declaration of Local State of Disaster and consent to the extension and further to amend the associated control order issued today by Dallas County, and to extend it for the duration of Dallas County Control Order and any extension of Dallas County's Control Order – Epps, seconded by Howard; motion passed with all ayes. 5/0

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

None.

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.**

None.

10. **Recessed into Executive Session at 8:45 p.m.**
Council will recess into Executive Session in compliance with Texas Government Code:

- A. **Section 551.071. Consultation with City Attorney: receive legal advice related to the boundary agreement with Wilmer**
- B. **Section 551.071. Consultation with City Attorney: Receive legal advice related to the selection of architects for city related projects**

11. **Reconvene Into Regular Session at 9:06 p.m.**

- A. **Section 551.071. Consultation with City Attorney: receive legal advice related to the boundary agreement with Wilmer**
- B. **Section 551.071. Consultation with City Attorney: receive legal advice related to the selection of architects for city related projects**

No action taken.

Adjourned at 9:06 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, approving the purchase of a 2020 Pierce Enforcer PUC/Pumper Engine in an amount not to exceed Six Hundred Ten Thousand Nineteen Dollars and Five Cents (\$610,019.05); approving the proposed financing structure for said purchase as set forth in the letter from Government Capital, which is attached hereto and incorporated herein as Exhibit "A"; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

Current apparatus ages include; 2000 E One Cyclone Pumper, 2011 Pierce Saber Pumper, 2017 Pierce Arrow XT Quint/Ladder, with the purchase of the 2020 Pierce Enforcer PUC/Pumper we would be able to have two Front Line Engines and one Front Line Truck Company and two reserve apparatus in our fleet. This would allow our department to accomplish and meet all goals for future growth.

FINANCIAL IMPACT:

\$610,019.05 / \$39000.00 15 years (waiting on info from Finance)

RECOMMENDATION:

Staff recommends to purchase 2020 Pierce Enforcer PUC/Pumper with delivery date of 11/2020

EXHIBITS:

Resolution

Picture

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2020

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE PURCHASE OF A 2020 PIERCE ENFORCER PUC/PUMPER ENGINE IN AN AMOUNT NOT TO EXCEED SIX HUNDRED TEN THOUSAND NINETEEN DOLLARS AND FIVE CENTS (\$610,019.05); APPROVING THE PROPOSED FINANCING STRUCTURE FOR SAID PURCHASE AS SET FORTH IN THE LETTER FROM GOVERNMENT CAPITAL, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Fire Department ("SFD") is currently working with aging fire apparatus and is in need of a second front line engine; and

WHEREAS, pricing has been obtained for a 2020 Pierce Enforcer PUC/Pumper Engine; and

WHEREAS, after obtaining pricing, the City Finance Department obtained information concerning financing of the same from Government Capital Corporation, which also locked in the price obtained by SFD for the 2020 Pierce Enforcer PUC/Pumper Engine; and

WHEREAS, SFD has advised that the purchase of the 2020 Pierce Enforcer PUC/Pumper Engine would accomplish and meet all goals for future growth; and

WHEREAS, after discussion and consideration, the City Council finds it to be in the public interest of the health, safety and welfare of its citizens to approve the purchase of a 2020 Pierce Enforcer PUC/Pumper Engine in an amount not to exceed Six Hundred Ten Thousand Nineteen Dollars and five cents (\$610,019.05) and to approve the proposed financing structure for said purchase as set forth in the letter from Government Capital.

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

Section 1. The City Council hereby approves the purchase of a 2020 Pierce Enforcer PUC/Pumper Engine in an amount not to exceed Six Hundred Ten Thousand Nineteen Dollars and five cents (\$610,019.05) and approves the proposed financing structure for said purchase as set forth in the letter from Government Capital, a copy of which is attached hereto and incorporated herein as Exhibit A, and the City Manager is hereby authorized to execute any and all documents necessary to complete the purchase herein authorized.

Section 2. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 6th day of April, 2020, at which a quorum was present, and for which due notice was given.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(:cdb 03.31.20)



GOVERNMENT CAPITAL
CORPORATION

345 Miron Drive Southlake Texas 76092 (800) 883-1199

Monday, March 30, 2020

Patrick Harvey
Finance Director
City of Seagoville
702 North Hwy 175
Seagoville, TX 75159
via email:pharvey@seagoville.us

Mr. Harvey

Thank you for the opportunity to present proposed financing for **The City of Seagoville**. I understand the City is considering the acquisition of a Fire Truck, and is interested in utilizing Tax Exempt financing. I am submitting for you and your City Council's review the following proposed financing structures.

BORROWER:	The City of Seagoville, TX
FINANCING STRUCTURE:	Public Property Finance Act Contract
PROPOSED EQUIPMENT COST:	\$ 610,019.50
DOWN PAYMENT:	<u>(\$ 150,000.00)</u>
FINANCED AMOUNT:	\$ 460,019.05
PAYMENT TERM:	<u>15 Annual Payments</u>
INTEREST RATE:	3.10%
PAYMENT AMOUNT:	\$38,813.48/yr
1 st PAYMENT DUE:	1 Year Arrears, Annually thereafter

The above proposal is an expression of interest, subject to audit analysis and mutually acceptable documentation and is not a binding commitment. The terms outlined herein are subject to change and rates are valid for thirty (30) days from the date of this proposal. If funding does not occur within this time period, rates and terms may be indexed to current market at that time.

Our finance programs are extremely flexible and our goal is total customer satisfaction. If you have any questions or wish to consider other payment terms, frequencies or conditions, please contact me toll free at (800) 883-1199 x116 or email me at kevin.lerner@govcap.com

With Best Regards,
Kevin D. Lerner
Kevin D. Lerner
Vice President, Public Finance

"YOUR PUBLIC FINANCE PARTNER"



LUCAS
FIRE RESCUE

ENGINE
861

LUCAS
FIRE RESCUE

Regular Session Agenda Item: 3

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the Town of Sunnyvale, Texas for Emergency 9-1-1 communications center and dispatch services; providing a saving clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Town of Sunnyvale is in the process of starting their own Law Enforcement entity. The Town of Sunnyvale has utilized the Dallas County Sheriff's department for years as their law enforcement provider, however, Town leaders' feel it is time to create their own. In doing so they need communications and E 9-1-1 dispatch capabilities. To accomplish this goal the Town of Sunnyvale has reached out to the City of Seagoville and the Seagoville Police Department as a regional partner to provide these essential services.

Combined agency communication centers are a growing and popular trend even for established law enforcement entities. These concepts are popular because of the capabilities of accomplishable efforts and cost saving for the combined agencies.

The Town of Sunnyvale is in complete understanding that the Seagoville Public Safety Answering Point ("PSAP") center is the established hub for communications and is managed and operated under strict best practices and Criminal Justice Information System ("CJIS") guidelines, meaning that the Seagoville E 9-1-1 communications center will not change any format of its current operation. The only addition will be the capabilities of adding addition communication technicians to have two technicians on duty at all times for Police, Fire, and EMS dispatching for both the City of Seagoville and the Town of Sunnyvale.

FINANCIAL IMPACT:

The Town of Sunnyvale has agreed through their budgetary proceeds to pay the City of Seagoville the full amount of entry level salary and City of Seagoville provided benefit compensation for (5) five employees, overtime compensation for these five employees, funding for hiring process (psychological exam) required by Seagoville and training totaling, \$303,340.55

In addition to the costs incurred above, the Town of Sunnyvale agrees to pay a onetime fee for the purchase and installation of equipment required by your Seagoville Communications Center to ensure that all communications coming in or going out through the Seagoville PSAP for the Town of Sunnyvale is recorded and documented as it is now. This onetime fee totals \$10,000.00.

RECOMMENDATION:

Staff recommends council approval.

EXHIBITS

- A. City of Seagoville Resolution
- B. The Interlocal Cooperation Agreement between the City of Seagoville and the Town of Sunnyvale for Emergency 9-1-1 communications Center and Dispatch services.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2020

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF SUNNYVALE, TEXAS FOR EMERGENCY 9-1-1 COMMUNICATIONS CENTER AND DISPATCH SERVICES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("Seagoville") has established a comprehensive regional public safety and public service communications and dispatch center ("Communications Center"); and

WHEREAS, Seagoville currently has equipment and operator capacity above and beyond the immediate needs of Seagoville and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, the Town of Sunnyvale ("Sunnyvale") has requested that Seagoville provide emergency 9-1-1 communications and dispatch services to Sunnyvale, and Seagoville has agreed to provide such services under the terms and conditions of this Interlocal Agreement ("Agreement") and pursuant to the provisions of Chapter 791 of the TEXAS GOVERNMENT CODE (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the TEXAS GOVERNMENT CODE, as amended; and

WHEREAS, Seagoville and Sunnyvale deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement; and

WHEREAS, the City Council authorizes the City Manager to execute the Interlocal Agreement with the Town of Sunnyvale, Texas for Emergency 9-1-1 Communications Center and Dispatch Services.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement with the Town of Sunnyvale, Texas for Emergency 9-1-1 Communications Center and Dispatch Services, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the 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 take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 6th day of April, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(:cdb 04.01.2020)

STATE OF TEXAS §
§ **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Agreement for Emergency 9-1-1 Communications Center and Dispatch Services (“Agreement”) is entered into by and between the City of Seagoville, Texas, a home-rule municipality (“Seagoville”) and the Town of Sunnyvale, Texas, a home-rule municipality (“Sunnyvale”) by and through their authorized representatives. Seagoville and Sunnyvale are at times each referred to herein as a “party” or collectively as the “parties.” The Agreement becomes effective thirty (30) days after Sunnyvale provides Seagoville with written notice of approval by North Central Texas Emergency Communications District (NCT9-1-1) of Sunnyvale’s request to participate as a partner in the NCT9-1-1 District Program/Partnership (the “Effective Date”), provided further that in the event such written notice of approval is not provided to Seagoville on or before December 31, 2020, the Agreement shall be null and void as though never executed.

RECITALS:

WHEREAS, Seagoville has established a comprehensive regional public safety and public service communications and dispatch center (“Communications Center”); and

WHEREAS, Seagoville’s Communications Center is equipped with radio, telephone and data equipment and is designated as an emergency 9-1-1 communications Public Safety Answering Point (“PSAP”); and

WHEREAS, Seagoville currently has equipment and operator capacity above and beyond the immediate needs of Seagoville and has offered to make such equipment and operators available to address the regional communications/dispatch needs for the purpose of local government/agency communications; and

WHEREAS, Seagoville has determined that it is in the best interests of the public to share its communication facility, equipment and personnel capabilities with cities, towns, fire departments, emergency medical care providers and other governmental entities in order to facilitate more effective and efficient use of the Communications Center; and

WHEREAS, Sunnyvale has requested that Seagoville provide emergency 9-1-1 communications and dispatch services to Sunnyvale, and Seagoville has agreed to provide such services under the terms and conditions of this Agreement and pursuant to the provisions of Chapter 791 of the Texas Government Code (otherwise known as the Interlocal Cooperation Act) and specifically Section 791.006(a) of the Texas Government Code, as amended; and

WHEREAS, the provision of emergency 9-1-1 communications and dispatch services is a governmental function that serves the public health and welfare and is of mutual concern to the parties; and

WHEREAS, Seagoville and Sunnyvale deem it to be in the best interest of both parties to enter into this Agreement; and

WHEREAS, each party paying for the performance of governmental functions or services is making those payments from current revenues available to the paying party and all payments

are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seagoville and Sunnyvale hereby agree as follows:

Article I Performance of Services

1.1 Seagoville shall provide to Sunnyvale, on a non-exclusive basis, emergency 9-1-1 communication and dispatch services through its Communications Center for the following emergencies: fire, police, medical, weather, hazardous materials and general civil emergencies (collectively, "Services"). In order to facilitate the Services, Sunnyvale shall provide to Seagoville's communications personnel, on a continuing basis, all necessary street, apparatus and response information, as well as all necessary dispatching information unique to Sunnyvale's operations.

1.2 Sunnyvale shall further be responsible for contacting and coordinating with NCT 9-1-1 and any other applicable agencies or authorities and for taking all actions necessary for establishment, configuration, and operations required to facilitate Seagoville's provision of the Services and for payment of all associated costs.

1.3 Without waiving any governmental immunity to which it is entitled, Seagoville agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Seagoville employees and agents in connection with the performance of the Services. Without waiving any governmental immunity to which it is entitled, Sunnyvale agrees to and accepts full responsibility for the acts, negligence and/or omissions of all Sunnyvale employees and agents. It is also the responsibility of Sunnyvale to ensure that its use of the Communications Center conforms to all Federal Communications Commission rules and regulations.

1.4 On an ongoing basis, Seagoville and Sunnyvale agree to provide complete and adequate training to personnel selected by Sunnyvale and/or Seagoville in the use of the Communications Center.

1.5 It is specifically agreed and understood by the parties hereto that no property rights are granted under this Agreement.

1.6 In the event Sunnyvale or Seagoville should fail to fulfill any of its obligations hereunder or shall violate any municipal, county, state or federal law, the other party shall have the option of terminating this Agreement by giving written notice of such violation and intent to terminate one hundred and eighty (180) days in advance of the effective date of the termination.

1.7 Correspondence, comments, requests, and complaints regarding Services rendered under this Agreement shall be reduced to writing and forwarded to the persons designated below for receipt of notices. Failure to properly forward comments, requests, demands, and complaints may be considered as sufficient cause to terminate this Agreement under Section 1.6 above.

1.8 The Services shall not arbitrarily be withheld, but it is understood by the parties that unforeseen circumstances may arise which prevent Seagoville from providing Services at a

particular time. It is recognized that Seagoville has the duty and responsibility of rendering Services to citizens of both Seagoville and Sunnyvale. In the performance of the Services, Seagoville shall have the sole responsibility and discretion to determine priorities in the dispatching and use of equipment and personnel.

Article II Term

The term of this Agreement shall commence on Effective Date (hereinafter defined) and shall terminate five (5) years after the Effective Date (“Primary Term”), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for five (5) successive five (5) year periods (“Renewal Terms”), unless terminated earlier by either party in accordance with this Agreement.

Article III Termination

- 3.1 This Agreement may be terminated on the occurrence of either of the following:
- (a) Either party may terminate the Agreement by providing the other party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
 - (b) Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Seagoville shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Seagoville be over-compensated on a pro-rata basis for all Services performed to the termination date, Sunnyvale shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Seagoville, this Agreement may be terminated or renegotiated in the event Sunnyvale annexes additional territory into its corporate limits and/or increases the area the Sunnyvale services. Immediately upon the completion of any annexation proceedings, Sunnyvale shall notify Seagoville of the annexation, in writing, and provide Seagoville with a legal description of the annexed area.

Article IV Fee for Services

4.1 Sunnyvale, out of current revenues available to it, shall annually pay to Seagoville the amounts set forth hereinbelow as compensation for Seagoville’s provision of the Services during the Primary Term and each Renewal Term of this Agreement, except as otherwise provided in this Section (the “Compensation Amount”). Such amount is based upon the annual costs incurred by Seagoville in order to fulfill Seagoville’s obligations under this Agreement. Sunnyvale shall pay the Compensation Amount to Seagoville annually on or before the Effective Date of this Agreement and each annual anniversary of the Effective Date thereafter during the Primary Term

and each Renewal Term of this Agreement. The Compensation Amount for the first year of Service under this Agreement shall be \$313,340.55. The Compensation Amount for the remaining years of the Primary Term and any Renewal Term shall be \$301,340.55, subject to the provisions set forth in section 4.2 through 4.5 of this Agreement.

4.2 Sunnyvale shall also pay Seagoville, for years two through five of the Primary Term and for each year of any Renewal Term, the amount of \$400 per employee for any additional employee Seagoville is required to hire or retain in that year, to cover the cost of training and required psychological examination for each newly added employee. Seagoville shall invoice Sunnyvale for these amounts as they are incurred and payment will be made by Sunnyvale within thirty (30) days of invoice date.

4.3 For any Renewal Term, the annual Compensation Amount may, at Seagoville's sole discretion, be adjusted to an amount equal to the sum of Seagoville's annual costs to cover: (i) the base pay rate for an entry-level dispatcher increased by any costs of living and/or average merit pay increases that are budgeted for the upcoming fiscal year; (ii) such dispatcher's expected overtime pay; and (iii) employee benefits normally provided to such a dispatcher position by Seagoville that are separate and apart from pay rate and overtime pay. During each Renewal Term, Sunnyvale shall pay to Seagoville an annual fee, in addition to the Compensation Amount, for administrative services in the amount of ten percent (10%) of the Compensation Amount. The formula for determining the Compensation Amount shall be reviewed by Seagoville and Sunnyvale during each Renewal Term of this Agreement for possible adjustments, but Seagoville shall have the final determination as to the annual Compensation Amount for each successive term of this Agreement. All payments due to Seagoville under this Agreement shall be net 30 days from the date on the invoice during the Primary Term and each Renewal Term of this Agreement.

4.4 Any increases anticipated for costs for providing the Services shall be communicated by Seagoville to Sunnyvale in writing on or before February 15 of each year during the Primary Term and any Renewal Term. To the extent that the total amount of any such increases communicated by Seagoville, including both the Compensation Amount and the ten percent (10%) fee for administrative services, would be in excess of fifteen percent (15%) of the full amount of Sunnyvale's payment due for the then-current term, Sunnyvale may, at its discretion, elect to terminate this Agreement by providing Seagoville written notice of termination at least one hundred and eighty (180) days before the start of the successive Renewal Term. In such an event, this Agreement shall be deemed to terminate immediately before said Renewal Term would have commenced and the parties shall have no further obligations under this Agreement.

4.5 The Compensation Amount due for any year of any term of this Agreement shall be prorated in the event a party elects to terminate this Agreement in accordance with the terms of this Agreement prior to the expiration of the then-current term.

Article V Indemnification

5.1 TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF

LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF THE PARTY, ITS OFFICERS, AGENTS, OR EMPLOYEES IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT.

5.2 IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EXECUTION OF THIS AGREEMENT, NO PARTY WAIVES, NOR SHALL BE DEEMED HEREBY TO WAIVE, ANY IMMUNITY OR DEFENSE THAT WOULD OTHERWISE BE AVAILABLE TO OR AGAINST CLAIMS ARISING IN THE EXERCISE OF GOVERNMENTAL FUNCTIONS RELATING HERETO OR OTHERWISE. BY ENTERING INTO THIS AGREEMENT, THE PARTIES DO NOT CREATE ANY OBLIGATIONS EXPRESSED OR IMPLIED, OTHER THAN THOSE SET FORTH HEREIN, AND THIS AGREEMENT SHALL NOT CREATE ANY RIGHTS IN ANY PARTIES NOT SIGNATORY HERETO. THE REMEDIES OF A PARTY HERETO WITH RESPECT TO A CLAIM AGAINST ANOTHER PARTY HERETO SHALL BE IMPAIRED BY THIS AGREEMENT WHEN THE CLAIM DOES NOT ARISE FROM THE USE AND OPERATION OF THE COMMUNICATIONS CENTER AND/OR DISPATCH SERVICES.

5.3 EACH PARTY AGREES TO AND ACCEPTS FULL RESPONSIBILITY FOR THE ACTS, NEGLIGENCE AND/OR OMISSIONS OF SUCH PARTY'S OFFICERS, AGENTS AND EMPLOYEES IN THE EXECUTION AND PERFORMANCE OF THIS AGREEMENT.

Article VI Miscellaneous Provisions

5.1 **Consideration.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

5.2 **Notice.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivered the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sunnyvale, to:	City of Sunnyvale Attn: Susan Guthrie, Town Manager 127 N. Collins Road Sunnyvale, Texas 75182
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With copy to:	Andrew Hawkes, Police Chief 364 Long Creek Way
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Sunnyvale, Texas 75182

Doug Kendrick, Fire Chief
404 Tower Place
Sunnyvale, Texas 75182

If to Seagoville, to: City of Seagoville
Attn: Patrick Stallings, City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With copy to: Ray Calverley, Police Chief
600 N. Hwy. 175
Seagoville, Texas 75159

5.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

5.4 **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Dallas County, Texas.

5.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

5.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

5.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

5.8 **Amendments.** Seagoville and Sunnyvale may amend this Agreement only by an instrument in writing.

5.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or

facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

5.10 **Assignment**. This Agreement is may not be assigned by any Party without the prior written consent of the other Party.

5.11 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

5.12 **Drafting Provisions**. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

5.13 **Independent Contractor**. Except as otherwise expressly provided herein, Sunnyvale and Seagoville agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

5.14 **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth below.

TOWN OF SUNNYVALE, TEXAS

CITY OF SEAGOVILLE, TEXAS

Susan Guthrie, Town Manager
Date: _____

Patrick Stallings, City Manager
Date: _____

ATTEST:

ATTEST:

Rachel Ramsey, Town Secretary

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brenda McDonald, Town Attorney

Victoria W. Thomas, City Attorney
TM114788 040220

Regular Session Agenda Item: 4

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas. Authorizing the City Manager to execute an Interlocal Agreement with the Town of Sunnyvale, Texas for the use of the City of Seagoville jail facility; providing a saving clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Town of Sunnyvale is in the process of starting their own Law Enforcement entity. The Town of Sunnyvale has utilized the Dallas County Sheriff's department for years as their law enforcement provider in that the main Dallas County Jail (Lew Sterrett Justice Center) was also utilized to house Class-C and above arrest(s) made out of the Town of Sunnyvale. With the Town of Sunnyvale starting their own law enforcement entity, they also need a jail/holding facility where they can process and house person(s) arrested by their officers. To accomplish this goal the Town of Sunnyvale has reached out to the City of Seagoville and the Seagoville Police Department as a regional partner to provide these essential services.

Combined agency jails/holding facilities are also a growing and popular trend even for established law enforcement entities. These concepts are popular because of the capabilities of accomplishable efforts and cost saving for the combined agencies.

The Town of Sunnyvale is in complete understanding that the Seagoville City jail is the established jail and will be managed and operated under strict best practices and regulated guidelines as it currently is, meaning that the Seagoville Police Department will not change any format of its current operations regarding the processing, housing and care for person(s) within our jail. The only addition will be the training of Sunnyvale Officers on the book-in procedures and educations of strict guidelines for entry and acceptance of arrestees in accordance to the Interlocal Agreement.

FINANCIAL IMPACT:

The Town of Sunnyvale has agreed through their budgetary proceeds to pay the City of Seagoville an initial base rate to process, house and care for person(s) arrested by Sunnyvale officers. Sunnyvale understands that there is a per person cost incurred to house and care for arrested person(s), and as such, Sunnyvale agrees to pay the City of Seagoville an initial base rate of \$7,500.00 for jail and arrested person housing services.

Additionally, Sunnyvale agrees that the \$7,500.00 is a fiscal year base rate established on a cost estimate of \$50.00 per arrest. The fiscal year \$7,500.00 base rate allows up to (150) arrestees being brought into and housed in the City of Seagoville Jail. Should Sunnyvale surpass the estimated (150) arrests within the fiscal year, the Town of Sunnyvale will be financially responsible thereon on a per arrest rate of \$50.00 per arrestee brought into the Seagoville City Jail.

RECOMMENDATION:

Staff recommends Council approval

EXHIBITS:

- A. City of Seagoville Resolution for jail facility services
- B. The Interlocal Cooperation Agreement between the City of Seagoville and the Town of Sunnyvale for Emergency 9-1-1 communications Center and Dispatch services.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2020

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TOWN OF SUNNYVALE, TEXAS FOR THE USE OF THE CITY OF SEAGOVILLE JAIL FACILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale ("Sunnyvale") desires to use the City of Seagoville's ("Seagoville") City Jail Facility for the handling, processing, housing and detention of person arrested by Sunnyvale Police; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, TEXAS GOVERNMENT CODE authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an Interlocal Agreement ("Agreement") for Sunnyvale to use the Seagoville City Jail Facility located at 600 N. US Highway 175 ("Facility") for the handling, processing and detention of persons arrested by Sunnyvale Police; and

WHEREAS, it is mutually advantageous for Sunnyvale and Seagoville to enter into this Agreement; and

WHEREAS, Sunnyvale shall make the payments required under this Agreement from current available funds;

WHEREAS, the City Council authorizes the City Manager to execute the Interlocal Agreement with the Town of Sunnyvale, Texas for Sunnyvale's use of the City of Seagoville jail facility.

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

Section 1. The City Council hereby authorizes the City Manager to execute the Interlocal Agreement with the Town of Sunnyvale, Texas for Sunnyvale's use of the City of Seagoville jail facility located at 600 N. Highway 175, Seagoville, Dallas County, Texas, a copy of which is attached hereto and incorporated herein as Exhibit A.

Section 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the 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 take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 6th day of April, 2020.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(:cdb 04.01.2020)

STATE OF TEXAS §
 § **INTERLOCAL COOPERATION AGREEMENT**
COUNTY OF DALLAS §

This Interlocal Agreement for use of the City of Seagoville City Jail Facility (“Agreement”) is entered into by and between the City of Seagoville, Texas, a home-rule municipality (“Seagoville”) and the Town of Sunnyvale, Texas, a home-rule municipality (“Sunnyvale”) by and through their authorized representatives. Seagoville and Sunnyvale are at times each referred to herein as a “party” or collectively as the “parties.” The Agreement becomes effective thirty (30) days after Sunnyvale provides Seagoville with written notice of approval by North Central Texas Emergency Communications District (NCT9-1-1) of Sunnyvale’s request to participate as a partner in the NCT9-1-1 District Program/Partnership (the “Effective Date”), provided further that in the event such written notice of approval is not provided to Seagoville on or before December 31, 2020, the Agreement shall be null and void as though never executed.

RECITALS:

WHEREAS, Sunnyvale desires to use the Seagoville City Jail Facility for the handling, processing, housing and detention of person arrested by Sunnyvale Police; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code authorizes units of government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, the Parties desire to enter into an agreement for Sunnyvale to use the Seagoville City Jail Facility located at 600 North U.S. Highway 175, Seagoville, Texas (the “Facility”) for the handling, processing and detention of persons arrested by Sunnyvale Police; and

WHEREAS, it is mutually advantageous for Sunnyvale and Seagoville to enter into this Agreement; and

WHEREAS, Sunnyvale shall make the payments required under this Agreement from current available funds;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seagoville and Sunnyvale hereby agree as follows:

Article I
Performance of Services

1.1 Seagoville shall educate Sunnyvale Police on the booking process and provide Sunnyvale with Seagoville Police Department relevant policies and procedures.

1.2 Seagoville shall provide the following prisoner services in accordance with Seagoville Police Department policies and procedures:

- (a) House and detain each Sunnyvale prisoner in the Facility until such prisoner is transferred to another jail facility, or released on bond or by other lawful

means;

- (b) Feed and clothe each prisoner;
- (c) Operate and maintain the Facility in accordance with applicable Federal, State and Local Laws; and
- (d) Transfer bond funds within seven (7) days of receipt thereof.

1.3 Seagoville shall provide adequate space and utility connections for a work area within the Facility to be equipped and maintained by Sunnyvale for the purpose of prisoner operations.

Article II Term

2.1 The term of this Agreement shall commence on the Effective Date (hereinafter defined) and shall terminate five (5) years after the Effective Date (“Primary Term”), unless terminated earlier in accordance with this Agreement. Upon the completion of the Primary Term, this Agreement shall automatically renew for five (5) successive five (5) year periods (each a “Renewal Term” and collectively “Renewal Terms”), unless terminated earlier by either party in accordance with this Agreement.

Article III Termination

3.1 This Agreement may be terminated on the occurrence of either of the following:

- (a) Either party may terminate the Agreement by providing the other party written notice of termination at least one hundred and eighty (180) days prior to the anticipated date of termination; or
- (b) Mutual agreement of termination of the Agreement, executed in writing by both parties, without the requisite one hundred and eighty (180) days prior written notice.

3.2 In the event of a termination, Seagoville shall be compensated on a pro-rata basis for all Services performed to the termination date. In the event of termination, should Seagoville be over-compensated on a pro-rata basis for all Services performed to the termination date, Sunnyvale shall be reimbursed on a pro-rata basis for all such over-compensation. Receipt of payment and/or reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. At the sole discretion of Seagoville, this Agreement may be terminated or renegotiated in the event Sunnyvale annexes additional territory into its corporate limits and/or increases the area the Sunnyvale services. Immediately upon the completion of any annexation proceedings, Sunnyvale shall notify Seagoville of the annexation, in writing, and provide Seagoville with a legal description of the annexed area.

Article IV Fee for Services

4.1 Sunnyvale agrees, during the term hereof, to pay Seagoville annually a Participation Fee, said Participation Fee to be paid in one annually within thirty (30) days of provision of written notice to Sunnyvale of the Participation Fee amount as provided in this Article IV. The annual Participant Fee for the first year of service under this Agreement is \$7,500.00 and payment in full is due within thirty (30) days of execution of this Agreement. The Participation Fee shall be established by the Seagoville City Manager on an annual basis for each ensuing year. The Participation Fee shall be based on the projected costs for provision of the services set forth in this Agreement. The Participation Fee will additionally include costs incurred in the prior year by Seagoville for responding to medical emergency calls for Sunnyvale's prisoners at the Facility including the transportation of Sunnyvale's prisoners to a medical facility ("Medical Runs").

4.2 Seagoville shall provide written notice of the amount of the annual Participation Fee to Sunnyvale on or before February 15th of each year.

4.3 Any increase or change in the amount of the annual Participation Fee or other costs of services for which Seagoville provides notice as required in section 4.2 herein shall be effective on the next anniversary date of the Effective Date of this Agreement and shall be due and paid by Sunnyvale on or before that date.

4.4 Seagoville shall, not later than the fifth (5th) calendar day of each calendar month, provide Sunnyvale with a written report stating the number of Sunnyvale prisoners processed into the Facility during the immediately preceding month ("Prisoner Report"). If the total number of Sunnyvale prisoners reported for a twelve (12) month period covered by an annual Participation Fee exceeds one hundred and fifty (150), Seagoville will be entitled to payment of \$50.00 for each Sunnyvale prisoner reported during that period in excess of one hundred and fifty (150). This amount shall be invoiced monthly and payable by Sunnyvale within thirty days of the invoice date.

Article V Sunnyvale Obligations

5.1 Sunnyvale shall provide the following prisoner services in accordance with Seagoville Police Department policies and procedures:

- (a) Intake of prisoners brought to the facility by Sunnyvale;
- (b) Complete inventory and storage of Sunnyvale prisoner property (except for restricted property);
- (c) Create and maintain a comprehensive medical and personal history statement, including next of kin contact information for each Sunnyvale prisoner;
- (d) Photograph and fingerprint each Sunnyvale prisoner; and
- (e) Handle and process each Sunnyvale prisoner in the Facility until such

prisoner is taken by Seagoville personnel to be housed in the Facility.

5.2 Sunnyvale shall provide Seagoville property bond materials, including, but not limited to, a receipt book and bond money handling instructions.

5.3 Sunnyvale authorizes Seagoville to accept, document and secure prisoner bond money until such time as an authorized representative of Sunnyvale arranges for the transfer of said bond money to Sunnyvale.

5.4 Sunnyvale authorizes Seagoville to release Sunnyvale prisoners as required by law, at Seagoville's discretion.

5.5 Sunnyvale shall comply with all Seagoville Police Department policies and procedures including standard operating procedures, general orders and special orders regarding the arrest, intake, booking and release of prisoners. Seagoville shall, upon request, provide Sunnyvale with a copy of the same, including any amendments thereto.

5.6 To provide for the safety of Sunnyvale's arrestees being booked into the Facility, the following is a list of conditions that require Sunnyvale to provide medical clearance and/or treatment prior to arriving at the Facility intake:

- (a) actively detoxing person (coming off alcohol or drugs with symptoms like vomiting, diarrhea, shaking, weakness);
- (b) suspected drug or alcohol overdose (or ingesting or swallowing drugs);
- (c) head or facial trauma (injury);
- (d) altered mental status, confusion, or loss of consciousness (passing out);
- (e) respiratory distress (difficulty breathing);
- (f) chest pain (cardiac or heart attack history);
- (g) broken bone or obviously deformity of a limb;
- (h) open wounds or any active bleeding;
- (i) inability to care for self (paraplegic, quadriplegic. etc.);
- (j) pregnant female detoxing from or currently using heroin or methadone;
- (k) high-speed or rollover motor vehicle collision;
 - (1) prisoners deemed unsafe to proceed with being booked into the Facility for reasons including but not limited to:
 - (i) actively suicidal or psychotic; or
 - (ii) potential acute medical problem that could place arrestee at risk.

5.7 If an arrestee arrives at the Facility with a medical emergency that requires the arrestee being transferred to the emergency room prior to book-in, the arresting agency's officer will be responsible for accompanying the arrestee.

5.8 The intake booking detention officers reserve the right to refuse the booking of Sunnyvale's arrestees when, in the opinion of the booking detention officer, such arrestee poses a safety threat to themselves or others.

**Article VI
Prisoner Magistration/Arraignment**

6.1 Sunnyvale agrees to accept and certify or ratify the judicial oath of office and to provide a statement of appointment of judicial official for Seagoville magistrate judge(s) to perform judicial duties for Sunnyvale, specifically to arraign Sunnyvale prisoners and accept the pleas/plea agreements of Sunnyvale prisoners at the Facility. Upon Seagoville magistrate judges being so appointed by Sunnyvale, Seagoville shall insure that all Sunnyvale prisoners processed into the Facility are arraigned by a magistrate, and, when appropriate, provide an indigence hearing.

6.2 Seagoville may, in its sole discretion, refuse to accept for processing into the Facility any Sunnyvale prisoner that appears to need medical treatment or medical services.

6.3 Neither Seagoville nor Sunnyvale may consent to medical treatment of a prisoner nor admit or sign a Sunnyvale prisoner into a hospital or medical facility, or otherwise assume the financial responsibility therefore.

6.4 Sunnyvale prisoners detained for misdemeanor offense may be released from the Facility by Seagoville if Sunnyvale cannot provide transport services for a Sunnyvale prisoner under the following conditions:

- (a) Charges are pending;
- (b) Reactivation of the warrant(s) for which the prisoner is being held;
- (c) Charges filed at large; or
- (d) Charges not filed.

6.5 It shall be Sunnyvale's responsibility to escort and guard Sunnyvale prisoners to medical facilities for medical treatment. In the event that Sunnyvale is unable to provide initial escorting and guarding of a Sunnyvale prisoner to a medical facility, Seagoville shall, if staff is reasonably available, provide such; however, Sunnyvale shall assume such responsibility of guarding Sunnyvale prisoners as soon as practical thereafter.

**Article VII
Availability of Revenue**

The Parties agree that the Party paying for the performance of governmental functions or services pursuant to this Agreement.

**Article VIII
Indemnification**

8.1 **TO THE EXTENT ALLOWED BY LAW, EACH PARTY HERETO SHALL INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED**

With copy to:

Ray Calverley, Police Chief
600 N. Hwy. 175
Seagoville, Texas 75159

9.3 **Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both parties.

9.4 **Venue and Governing Law.** This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas, and both parties agree that venue shall be in Dallas County, Texas.

9.5 **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

9.6 **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

9.7 **Severability.** The provisions of this Agreement are severable. In the event that any paragraph, section, subdivision, sentence, clause or phrase of this Agreement shall be found to be contrary to the law, or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of this Agreement. However, upon the occurrence of such event, either party may terminate this Agreement by giving the other party fifteen (15) days written notice of its intent to terminate.

9.8 **Amendments.** Seagoville and Sunnyvale may amend this Agreement only by an instrument in writing.

9.9 **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

9.10 **Assignment.** This Agreement is may not be assigned by any Party hereto without the prior written consent of the other Party.

9.11 **Force Majeure.** the event that any party shall be prevented from performing any of its obligations under this Agreement by any act of God, war, riot, civil commotion, strikes, fires, flood or by the occurrence of any event beyond the control of such party, then such party shall be

excused from the performance of the obligations under this Agreement but only during such period of Force Majeure.

9.12 **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed, that each party has had an opportunity to confer with counsel, on the matters contained herein.

9.13 **Drafting Provisions**. This Agreement shall be deemed to have been drafted equally by all parties hereto. The language of all parts of this Agreement shall be constructed as a whole according to its fair and common meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this Agreement.

9.14 **Independent Contractor**. Except as otherwise expressly provided herein, Sunnyvale and Seagoville agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

9.15 **No Third-Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

TOWN OF SUNNYVALE, TEXAS

CITY OF SEAGOVILLE, TEXAS

Susan Guthrie, Town Manager
Date: _____

Patrick Stallings, City Manager
Date: _____

ATTEST:

ATTEST:

Rachel Ramsey, Town Secretary

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brenda McDonald, Town Attorney

Victoria W. Thomas, City Attorney
TM114789 040220

Regular Session Agenda Item: 5

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, continuing the Declaration of Local Disaster for Public Health Emergency relating to COVID-19; providing for implementation of the City's Emergency Management Plan; adopting the Governor's Executive Orders regarding the State of Disaster due to COVID-19 as may be amended from time to time; adopting Dallas County's Emergency Orders regarding the State of Disaster due to COVID-19 as may be amended from time to time; granting the Mayor the power and authority to review, adopt, ratify, and execute any subsequent emergency orders on behalf of the City Council; providing for a penalty clause; and providing an effective date.

BACKGROUND OF ISSUE:

Beginning in December, 2019, a novel coronavirus, now designated SARS-CoV2 which causes the disease COVID-19, spread through the world and has now been declared a global pandemic by the World Health Organization. Symptoms of COVID-19 include fever, coughing, and shortness of breath with the virus, in some cases, causing death. Extraordinary measures must be taken to contain COVID-19 and prevent its spread throughout the City, including the quarantine of individuals, groups of individuals, and property and, additionally, compelling individuals, groups of individuals, or property to undergo additional health measures that prevent or control the spread of the disease. The State of Texas, Dallas County, and the Mayor of the City of Seagoville, have issued Declarations of Local Disaster for Public Health Emergency and have issued Orders related thereto to implement measures for the protection of the public health. The City's emergency management plan has been activated by the Declaration of Local Disaster signed by the Mayor of the City of Seagoville on March 13, 2020, which was ratified by the Seagoville City Council on March 16, 2020.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Executive Order – GA-14
April 2 Dallas County Order

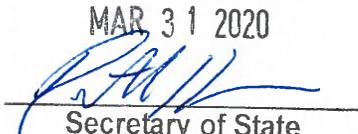


GOVERNOR GREG ABBOTT

March 31, 2020

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

MAR 31 2020


Secretary of State

The Honorable Ruth R. Hughs
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

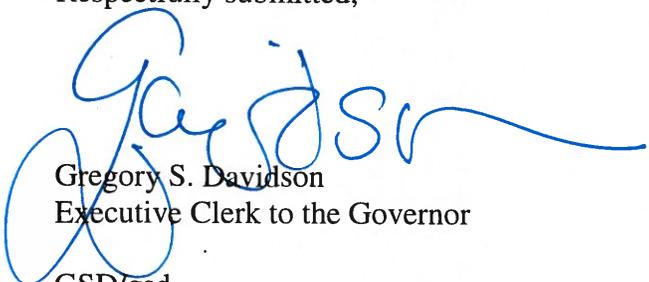
Dear Secretary Hughs:

Pursuant to his powers as Governor of the State of Texas, Greg Abbott has issued the following:

Executive Order No. GA-14 relating to statewide continuity of essential services
and activities during the COVID-19 disaster.

The original executive order is attached to this letter of transmittal.

Respectfully submitted,


Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

Executive Order

BY THE
GOVERNOR OF THE STATE OF TEXAS

Executive Department
Austin, Texas
March 31, 2020

EXECUTIVE ORDER GA 14

*Relating to statewide continuity of essential services and activities
during the COVID-19 disaster.*

WHEREAS, I, Greg Abbott, Governor of Texas, issued a disaster proclamation on March 13, 2020, certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas; and

WHEREAS, the Commissioner of the Texas Department of State Health Services (DSHS), Dr. John Hellerstedt, has determined that COVID-19 represents a public health disaster within the meaning of Chapter 81 of the Texas Health and Safety Code; and

WHEREAS, I have issued numerous executive orders and suspensions of Texas laws in response to the COVID-19 disaster, aimed at protecting the health and safety of Texans and ensuring an effective response to this disaster; and

WHEREAS, I issued Executive Order GA-08 on March 19, 2020, mandating certain obligations for Texans in accordance with the President's Coronavirus Guidelines for America, as promulgated by President Donald J. Trump and the Centers for Disease Control and Prevention (CDC) on March 16, 2020, which called upon Americans to take actions to slow the spread of COVID-19 for 15 days; and

WHEREAS, Executive Order GA-08 is subject to expiration at 11:59 p.m. on April 3, 2020, absent further action by the governor; and

WHEREAS, on March 29, 2020, to avoid scenarios that could lead to hundreds of thousands of deaths, the President announced that, based on advice from Dr. Anthony Fauci and Dr. Deborah Birx, the restrictive social-distancing Guidelines should extend through April 30, 2020; and

WHEREAS, DSHS Commissioner Dr. Hellerstedt and White House Coronavirus Response Coordinator Dr. Birx say that the spread of COVID-19 can be reduced by minimizing social gatherings; and

WHEREAS, on March 28, 2020, the U.S. Department of Homeland Security issued its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, which provides an advisory list of critical-infrastructure sectors, workers, and functions that should continue during the COVID-19 response; and

WHEREAS, for state agencies and their employees and agents, the Office of the Attorney General of Texas has advised that local restrictions issued in response to the COVID-19 disaster do not apply to restrict the conduct of state business; and

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

MAR 31 2020

WHEREAS, all government entities and businesses should be allowed to continue providing essential services during the COVID-19 disaster, and all critical infrastructure should be allowed to remain operational; and

WHEREAS, the “governor is responsible for meeting ... the dangers to the state and people presented by disasters” under Section 418.011 of the Texas Government Code, and the legislature has given the governor broad authority to fulfill that responsibility; and

WHEREAS, under Section 418.012, the “governor may issue executive orders ... hav[ing] the force and effect of law;” and

WHEREAS, under Section 418.016(a), the “governor may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business ... if strict compliance with the provisions ... would in any way prevent, hinder, or delay necessary action in coping with a disaster;” and

WHEREAS, under Section 418.017(a), the “governor may use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster;” and

WHEREAS, under Section 418.018(c), the “governor may control ingress and egress to and from a disaster area and the movement of persons and the occupancy of premises in the area;” and

WHEREAS, under Section 418.173, failure to comply with any executive order issued during the COVID-19 disaster is an offense punishable by a fine not to exceed \$1,000, confinement in jail for a term not to exceed 180 days, or both fine and confinement.

NOW, THEREFORE, I, Greg Abbott, Governor of Texas, by virtue of the power and authority vested in me by the Constitution and laws of the State of Texas, do hereby order the following on a statewide basis effective 12:01 a.m. on April 2, 2020, and continuing through April 30, 2020, subject to extension based on the status of COVID-19 in Texas and the recommendations of the CDC and the White House Coronavirus Task Force:

In accordance with guidance from DSHS Commissioner Dr. Hellerstedt, and to achieve the goals established by the President to reduce the spread of COVID-19, every person in Texas shall, except where necessary to provide or obtain essential services, minimize social gatherings and minimize in-person contact with people who are not in the same household.

“Essential services” shall consist of everything listed by the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, plus religious services conducted in churches, congregations, and houses of worship. Other essential services may be added to this list with the approval of the Texas Division of Emergency Management (TDEM). TDEM shall maintain an online list of essential services, as specified in this executive order and in any approved additions. Requests for additions should be directed to TDEM at EssentialServices@tdem.texas.gov or by visiting www.tdem.texas.gov/essentialservices.

In providing or obtaining essential services, people and businesses should follow the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, implementing social distancing, and working from home if possible. In particular, all services should be provided through remote telework from

home unless they are essential services that cannot be provided through remote telework. If religious services cannot be conducted from home or through remote services, they should be conducted consistent with the Guidelines from the President and the CDC by practicing good hygiene, environmental cleanliness, and sanitation, and by implementing social distancing to prevent the spread of COVID-19.

In accordance with the Guidelines from the President and the CDC, people shall avoid eating or drinking at bars, restaurants, and food courts, or visiting gyms, massage establishments, tattoo studios, piercing studios, or cosmetology salons; provided, however, that the use of drive-thru, pickup, or delivery options for food and drinks is allowed and highly encouraged throughout the limited duration of this executive order.

This executive order does not prohibit people from accessing essential services or engaging in essential daily activities, such as going to the grocery store or gas station, providing or obtaining other essential services, visiting parks, hunting or fishing, or engaging in physical activity like jogging or bicycling, so long as the necessary precautions are maintained to reduce the transmission of COVID-19 and to minimize in-person contact with people who are not in the same household.

In accordance with the Guidelines from the President and the CDC, people shall not visit nursing homes, state supported living centers, assisted living facilities, or long-term care facilities unless to provide critical assistance as determined through guidance from the Texas Health and Human Services Commission.

In accordance with the Guidelines from the President and the CDC, schools shall remain temporarily closed to in-person classroom attendance and shall not recommence before May 4, 2020.

This executive order shall supersede any conflicting order issued by local officials in response to the COVID-19 disaster, but only to the extent that such a local order restricts essential services allowed by this executive order or allows gatherings prohibited by this executive order. I hereby suspend Sections 418.1015(b) and 418.108 of the Texas Government Code, Chapter 81, Subchapter E of the Texas Health and Safety Code, and any other relevant statutes, to the extent necessary to ensure that local officials do not impose restrictions inconsistent with this executive order, provided that local officials may enforce this executive order as well as local restrictions that are consistent with this executive order.

This executive order supersedes Executive Order GA-08, but not Executive Orders GA-09, GA-10, GA-11, GA-12, or GA-13, and shall remain in effect and in full force until April 30, 2020, unless it is modified, amended, rescinded, or superseded by the governor.



Given under my hand this the 31st day of
March, 2020.

A handwritten signature in black ink that reads "Greg Abbott".

GREG ABBOTT
Governor

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK

MAR 31 2020

ATTESTED BY:



RUTH R. HUGHS
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
2 PM O'CLOCK
MAR 31 2020



DALLAS COUNTY

AMENDED ORDER OF COUNTY JUDGE CLAY JENKINS

Safer At Home Order

DATE AMENDED ORDER ISSUED: April 2, 2020

WHEREAS, pursuant to Texas Government Code Section 418.108, Dallas County Judge Clay Jenkins issued a Declaration of Local Disaster for Public Health Emergency on March 12, 2020, due to a novel coronavirus now designated SARS-CoV2 which causes the disease COVID-19;

WHEREAS, on March 12, 2020, Judge Jenkins issued an Order in furtherance of his authority to protect the safety and welfare of the public by slowing the spread of the virus;

WHEREAS, the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services warrant the March 12, 2020 Order of County Judge Clay Jenkins be amended;

WHEREAS, on March 16, 2020, President Trump acknowledged the gravity of the COVID-19 pandemic, releasing strict new guidelines to limit people's interactions, including that Americans should avoid groups of more than 10 people;

WHEREAS, on March 19, 2020, the Dallas County Commissioners Court issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency that affirmed the activation of the Dallas County Emergency Management Plan and extends the Declaration of Local Disaster until 11:59 p.m. on April 3, 2020, unless rescinded by order of the Commissioners Court.

WHEREAS, on March 24, 2020, the World Health Organization indicated that the United States has the potential to become the center of the COVID-19 pandemic;

WHEREAS, this Emergency Order is necessary because of the propensity of the virus to spread person to person and also because the virus is physically causing property damage due to its proclivity to attach to surfaces for prolonged periods of time;

WHEREAS, this Emergency Order is necessary to protect the lives, health, welfare, and safety of the County's residents from the devastating impacts of this pandemic;

THEREFORE, the March 12, 2020, Order of County Judge Clay Jenkins is hereby AMENDED as follows:

Summary: The virus that causes 2019 Coronavirus Disease (COVID-19) is easily transmitted through person to person contact, especially in group settings, and it is essential that the spread of the virus be slowed to protect the ability of public and private health care providers to handle the influx of new patients and safeguard public health and safety. Because of the risk of the rapid spread of the virus, and the need to protect the most vulnerable members of the community, this Order requires all individuals anywhere in Dallas County to shelter in place – that is, stay at home – except for certain essential activities and work to provide essential business and government services or perform essential public infrastructure construction, including housing. This Order



DALLAS COUNTY

takes effect at 11:59 p.m. on April 2, 2020 and will continue through 11:59 p.m. on April 3, 2020, subject to the limited exceptions and under the terms and conditions more particularly set forth below.

UNDER THE AUTHORITY OF TEXAS GOVERNMENT CODE SECTION 418.108, DALLAS COUNTY JUDGE CLAY JENKINS ORDERS:

1. Effective as of 11:59 p.m. on April 2, 2020, and continuing until 11:59 p.m. on April 3, 2020:
 - (a) All individuals currently living within Dallas County are ordered to shelter at their place of residence. For the purposes of this Order, residences include hotels, motels, shared rentals, and similar facilities. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably as possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, or to provide or perform Essential Governmental Functions, or to operate Essential Businesses, all as defined in Section 2.
 - (b) All businesses operating within Dallas County, except Essential Businesses as defined in below in Section 2, are required to cease all activities at facilities located within the County except Minimum Basic Operations as defined in Section 2. For clarity, businesses may continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e. working from home). To the greatest extent possible, all Essential Businesses shall comply with the Social Distancing Rules attached, including maintaining six feet social distancing for both employees and the general public.
 - (c) Employees of Essential Businesses, whose physical presence at the workplace is not essential to operations, are directed to use telecommuting to the fullest extent possible.
 - (d) All public or private gatherings of any number of people occurring outside a single household or living unit are prohibited, except as otherwise provided herein. Nothing in this Order prohibits the gathering of members of a household or living unit.
 - (e) All elective medical, surgical, and dental procedures are prohibited anywhere in Dallas County. Hospitals, ambulatory surgery centers, dental offices, and other medical facilities are directed to identify procedures that are deemed "elective" by assessing which procedures can be postponed or cancelled based on patient risk considering the emergency need for redirection of resources to COVID-19 response.
2. Definitions:
 - a. For purposes of this Order, individuals may leave their residence only to perform any of the following "**Essential Activities**":
 - i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (for



DALLAS COUNTY

- example, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies need to work from home).
- ii. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others (for example, food, pet supply, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.
 - iii. To engage in outdoor activity, provided the individuals comply with social distancing requirements of six feet (for example, walking, biking, hiking, running, golfing, and tennis).
 - iv. To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order.
 - v. To care for a family member or pet in another household.
 - vi. To move to another residence either in or outside Dallas County.
 - vii. To engage in “**Essential Travel**,” which includes travel for any of the following purposes: (1) travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses Essential Critical Infrastructure, and Minimum Basic Operation; (2) travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons; (3) travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services; (4) travel to return to a place of residence from outside the jurisdiction; (5) travel required by law enforcement or court order; (6) travel by church staff or clergy for the purpose of production of remote delivery of religious services and other ministries requiring travel; (7) travel related to attending a funeral service; or (8) travel required for non-residents to return to their place of residence outside the County.
- b. For purposes of this Order, “**Essential Businesses**” means:
- i. **Essential Healthcare Operations.** Healthcare Operations includes but is not limited to hospitals, clinics, dentists, chiropractors, physical therapy, optometry offices, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, mental health providers, substance abuse service providers, blood banks, medical research, laboratory services, certified doulas, or any related and/or ancillary healthcare services. Home-based and residential-based care for seniors, adults, or children are also considered healthcare operations. Healthcare operations also includes veterinary care and all health and welfare services provided to animals. This exemption shall be viewed broadly to avoid any impacts to the delivery of healthcare. Healthcare operations do not include fitness and exercise gyms, personal training, gymnastics studios, and similar facilities. Healthcare operations do not include elective medical, surgical, and dental procedures as established in accordance with Subsection 1(f) of this Order.



DALLAS COUNTY

- ii. **Essential Governmental Functions.** All services provided by local governments needed to ensure the continuing operation of the government agencies to provide for the health, safety and welfare of the public. Each governmental body will determine its Essential Governmental Functions and identify the employees and/or contractors necessary to the performance of those functions. Further, nothing in this order shall prohibit any individual from performing or accessing “Essential Governmental Functions.” All Essential Governmental Functions shall be performed in compliance with social distancing requirements of six feet, to the extent possible. This Order does not apply to Federal or State Government.
- iii. **Essential Critical Infrastructure.** All public and private facilities and assets, including both physical and cyber systems, and other functions and sectors vital to the security, governance, and public health, safety of Dallas County. Critical infrastructure includes, but is not limited to, utilities such as electricity, gas, water and wastewater, roads and highways, public transportation, solid waste and recycle collection and removal, oil refining, roads and highways, public transportation, defense and national security-related operations, and manufacturing operations supplying essential items to Essential Businesses, Essential Governmental Functions, and Critical Infrastructure. All manufacturers and distributors shall comply with the Rules for Manufacturers and Distributors set out in Exhibit C. Critical Infrastructure employers should implement screening precautions to protect employees and all activity shall be performed in compliance with social distancing guidelines attached. For reference, the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0, can be found here: <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>
- iv. **Stores that Sell Groceries and Other Essential Supplies.** Grocery stores, supermarkets, warehouse stores, big-box stores, bodegas, liquor stores, convenience stores, and farmers’ markets that sell food products and household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products. The sale of self-service food items is prohibited. Stores that sell groceries and other essential supplies shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- v. **Restaurants.** Restaurants with or without drive-in or drive-through services and microbreweries, micro-distilleries, or wineries may only provide take out, delivery, or drive-through services as allowed by law. In-person service is prohibited. Customers may order and pay inside, but are prohibited from waiting inside the restaurant for their food. All food must be brought outside to customers. To allow for increased access to restaurants, this Order hereby suspends all laws and regulations prohibiting people from walking in a drive-through.



DALLAS COUNTY

- vi. **Food Cultivation.** Food cultivation, including farming, fishing, and livestock.
- vii. **Delivery of Groceries and Essential Supplies.** Businesses that ship or deliver groceries, food, hygiene products, and essential supplies directly to residences or essential businesses.
- viii. **Transportation.** Operation, maintenance, and repair of airlines, taxis, and other private transportation providers (such as Uber and Lyft) that provide transportation services necessary for the performance of essential activities and essential travel.
- ix. **Gas Stations and Businesses Needed for Transportation.** Gas stations, auto-supply stores, auto-repair, and bicycle repair. Auto-dealerships, for in-person mechanical services or to complete an online transaction on an appointment basis only. Gas stations and convenience stores are prohibited from selling self-service food items. Gas stations and businesses needed for transportation shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- x. **Critical Trades.** Plumbers, electricians, exterminators, janitors, lawn care services, pool cleaners, maintenance and security, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operations of residences, Essential Businesses, Essential Government Functions, and Critical Infrastructure. Critical Trade does not include discretionary maintenance or improvements. Union representatives and their staff for the purpose of performing critical labor union functions, including the maintenance of health and welfare funds and checking on the well-being and safety of members.

Construction. Construction for public works, residential, commercial, and schools. Elective additions and maintenance are prohibited. Protecting construction worker from the spread of COVID19 is extremely important for their safety and for public health, all construction sites must follow the COVID-19 Safety Recommendations issued by the Construction Industry Safety Coalition, including, but not limited to, the Rules for Construction Industry set out in Exhibit B. Failure to strictly comply with this Order can result in penalties described below. Additionally, the general contractor and non-compliant subcontractor can be removed from the essential business list.
- xi. **Professional Services.** Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities or services necessary to avoid imminent harm to a client. Real estate and inspection services, but only for the purpose of title work and closing; in-person open houses and showings are prohibited.
- xii. **Financial Institutions.** Banks and related depository financial institutions, credit unions, insurance companies, title companies, payroll and accounting services. Non-depository institutions (such as payday lenders) are prohibited.



DALLAS COUNTY

- xiii. **Information Technology Services/Telecommunications Services.** IT and IT services and their essential service vendors, including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services, and critical manufacturing, as well as telecommunications services, internet access and broadband/communications services.
- xiv. **Essential Retail.** Laundromats, dry cleaners, and laundry service providers., hardware stores, and related facilities. Firearm and ammunition suppliers and retailers for purposes of safety and security. Hardware stores and business that sell electrical, plumbing, and other materials necessary to support Essential Businesses, and Essential Government Functions, and Critical Infrastructure. Essential retail establishments shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xv. **Hotels and Motels.** Hotels and motels, to the extent used for lodging or delivery or carry-out food services.
- xvi. **Providers of Basic Necessities to Economically Disadvantaged Populations.** Businesses or organizations that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals.
- xvii. **Essential Services Necessary to Maintain Essential Operations of Residences or Other Essential Businesses.** . Businesses or services that supply other Essential Businesses, Essential Government Services, and Critical Infrastructure with the support or supplies needed to operate; including but not limited to mail, shipping and delivery services, warehouse/distribution and fulfillment, storage, moving services, janitorial services, laundry services, computer, audio or video electronics, sanitary equipment, and medical equipment.. To the extent possible, services shall be provided in compliance with Social Distancing Rules attached, including distancing of six feet and routine use of hand sanitizer.
- xviii. **Supplies to Work From Home.** Businesses that supply products needed for people to work from home.
- xix. **Public and Private Education.** Public and private educational institutions, only for the purposes of facilitating distance learning or performing essential functions, provided compliance with the Social Distancing Rules is maintained
- xx. **News Media.** Newspapers, television, radio, and other media services.
- xxi. **Childcare Services.** Childcare facilities providing services or community service providers offering childcare services under the following mandatory conditions:
 - 1. Childcare services shall only be provided to employees of Essential Businesses;
 - 2. Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day);



DALLAS COUNTY

3. Children shall not change from one group to another;
 4. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other;
 5. Childcare providers shall remain solely with one group of children.
- xxii. **Animal Care Services.** Animal shelters, veterinary care, and pet food and supply stores. Grooming, if necessary for the health and wellbeing of the animal. Pet daycare, but only for employees of Essential Businesses. To the greatest extent possible, all services must be performed in compliance with social distancing requirements of six feet. Pet food and supply stores shall comply with the Rules for Essential Retail Establishments set out in Exhibit A.
- xxiii. **Religious and Worship Services.** Religious and worship services may only be provided by audio, video, and teleconference. Religious institutions must limit in-person staff to ten (10) people or less at one time, and twenty-five (25) people total per day, when preparing for or conducting video or teleconference services, and all individuals must follow the Social Distancing Rules including the six feet social distancing.
- xxiv. **Funeral Services.** Funeral, mortuary, cremation, burial, cemetery, and related services, provided that social distancing of six feet per person is maintained to the greatest extent possible.
- c. For purposes of this Order, **Minimum Basic Operations** means the following, provided that employees comply with the Social Distancing Rules:
- i. The minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, or for related functions.
 - ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
3. The Dallas County Sheriff's Office, the Dallas County Fire Marshal's Office, and other peace officers, are hereby authorized to enforce this Order. A violation of this order may be punishable through criminal or civil enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days.
4. Any manufacturer who retools their business for the purpose of manufacturing and producing ventilators, masks, personal protective equipment, or any supply necessary for Essential Healthcare Operations may apply for an "essential business" exemption under this Order. Submit requests for an exemption to BusinessCOVID19@dallascounty.org.
5. All public, private, and commercial laboratories operating within Dallas County and performing COVID-19 testing shall report by 5:00 p.m. each day for the prior 24-hour period:
- a. The number of COVID-19 tests performed; and
 - b. The number of positive COVID-19 tests.



DALLAS COUNTY

Reports shall be made to Dallas County Judge Clay Jenkins at Clay.Jenkins@dallascounty.org and Dallas County Health and Human Services Director Dr. Philip Huang at Philip.Huang@dallascounty.org. Reporting laboratories shall not provide names or any other identifiable health information that could be used to identify an individual patient.

6. Employers shall not implement any rules making a negative COVID-19 test or a note from a healthcare provider a requirement before a COVID-19 recovered employee can return to work.
7. Under this Order, no person shall sell any of the following goods or services for more than the regular retail price the person charged for the goods or services on March 16, 2020, except where an increased retail price is the result of increased supplier or other costs (including the loss of supplier supporting funds):
 - a. groceries, beverages, toilet articles, and ice;
 - b. restaurant, cafeteria, and boarding-house meals; and
 - c. medicine, pharmaceutical and medical equipment, and supplies.
8. Grocery stores, supermarkets, warehouse stores, hospitals, and medical facilities are experiencing high levels of demand for a large number of products, requiring more deliveries from manufacturers and distribution centers to serve their customers. A number of Texas cities and local associations have implemented restrictions on delivery hours to stores to mitigate truck noise and traffic. Due to the need to deliver products as quickly and efficiently as possible during this critical timeframe, this Order hereby suspends all delivery hour restrictions for transport to or from any entity involved in the selling or distribution of food products, medicine, or medical supplies in Dallas County for the next 60 days.
9. Due to increased demand for bath or toilet tissue resulting from stock up buying and individuals who purchase for resale, a mandatory limit on toilet paper sales is instituted until the supply chain meets the demand or two weeks, whichever comes first. All sales of bath or toilet tissue occurring in Dallas County are limited to the greater of: (a) twelve (12) rolls per purchase or (b) one (1) package per purchase. This provision does not apply to the sale of bath or tissue paper to a government organization or essential business.
10. Due to the public health emergency, the Office of the Dallas County Judge hereby advises the Dallas County Justices of the Peace to suspend eviction hearings and writs of possession for at least the next 60 days to prevent renters from being displaced. Nothing in the moratorium relieves tenants of liability for unpaid rent. Landlords should cap late fees for delayed payment of rent at fifteen dollars (\$15) per month.
11. If someone in a household has tested positive for coronavirus, the household is ordered to isolate at home. Members of the household cannot go to work, school, or any other community function, except for workers included in Essential Healthcare Operations who may continue to work in accordance with CDC guidance.
12. Nursing homes, retirement, and long-term care facilities are instructed by this Order to prohibit non-essential visitors from accessing their facilities unless to provide critical assistance or for end-of-life visitation.



DALLAS COUNTY

13. Public and private schools and institutions of higher education are instructed by this Order to provide a safety plan to Dallas County Office of Homeland Security and Emergency Management 72 hours before students return to a classroom setting.
14. Additionally, the Office of the Dallas County Judge and the Health Authority instructs all employees to remain at home if sick. Employees of private businesses and nonprofits with six (6) or more employees in the City of Dallas can use their paid sick leave when they are sick or to care for sick family members.
15. This Order shall be in effect until 11:59 p.m. on April 3, 2020, or until it is either rescinded, superseded, or amended pursuant to applicable law.
16. The County of Dallas must promptly provide copies of this Order by posting on the Dallas County Health and Human Services website. In addition, the owner, manager, or operator of any facility that is likely to be impacted by this Order is strongly encouraged to post a copy of this Order onsite and to provide a copy to any member of the public asking for a copy. If any subsection, sentence, clause, phrase, or word of this Order or any application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions or applications of this Order.

IT IS SO ORDERED
CLAY JENKINS
DALLAS COUNTY JUDGE



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EXHIBIT A

Rules for Essential Retailers

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus and protective measures to be taken in all establishments.

Definition of Essential Retailers.

1. Stores that Sell Groceries and Other Essential Supplies. Grocery stores, supermarkets, warehouse stores, big-box stores, bodegas, liquor stores, convenience stores, and farmers' markets that sell food products and household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products.
2. Gas Stations and Businesses Needed for Transportation. Gas stations, auto-supply stores, auto-repair, and bicycle repair. Auto-dealerships, for in-person mechanical services or to complete an online transaction on an appointment basis only.
3. Other Essential Retailers. Pet food and supply stores. Laundromats, dry cleaners, and laundry service providers, hardware stores, and related facilities. Firearm and ammunition suppliers and retailers for purposes of safety and security. Hardware stores and business that sell electrical, plumbing, and other materials necessary to support Essential Businesses, and Essential Government Functions, and Critical Infrastructure.

Safety Rules for All Essential Retailers. All employers involved in essential retail activity must follow the requirements set forth in the rules below:

1. All workers must take their temperature at their residence before going to an Essential Retailer. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to an essential retailer or other place of business, and must remain at their residence;
2. To the greatest extent possible and as equipment becomes available, an Essential Retailer must implement a system whereby supervisors must check the temperature of all workers with a forehead thermometer before the worker begins work. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
3. Gatherings during meals or breaks are prohibited;
4. Workers must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
5. Employers must allow non-essential personnel to work from home when possible;
6. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms and food preparation areas. Ensure that adequate supplies are maintained;
7. Workers must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to the end of the work shift.



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8. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines;
9. There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
10. Employers must designate both a member of management as the COVID-19 Safety Monitor and a senior hourly worker (that is not a member of management) as the COVID-19 Vice Safety Monitor at each store to have the authority to work together to enforce these rules. Employers in unionized workplaces should consult with the employee's representatives on this designation.

General Rules for Essential Retailers.

1. Employers shall implement an organized line system where workers, customers, and other persons are not less than six feet apart at all times;
2. To the greatest extent practicable, designate shopping times for at risk populations (seniors, pregnant people, and people with underlying health conditions);
3. To the greatest extent possible, implement a system to restrict the number of customers who are physically present at an Essential Retailer so that six foot spacing may be maintained;
4. Employers shall implement purchase limits on high-demand items (toilet paper, soap, hand sanitizer). These purchase limits do not apply to a government organization or essential business;
5. To the greatest extent possible, employers shall offer pick up services or delivery services of grocery items and other essential supplies; and
6. Self-service food stations are prohibited. Self-service stations are defined as items that customers use common serving utensils to serve themselves, including but not limited to, salad bars, hot dog stands, self-service bulk food items, and other related food items. This section does not apply to self-checkout stations, so long as the checkout stations are cleaned at least every 30 minutes.

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any essential retailer who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



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EXHIBIT B

Rules for the Construction Industry

Reason for Construction Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Construction as Critical Infrastructure. The Order classified construction for public works, residential, commercial, and schools as critical infrastructure. Elective additions and maintenance are prohibited.

Requirements for Construction. All employers involved in construction activity must follow the requirements set forth in the COVID-19 Safety Recommendations issued by the Construction Industry Safety Coalition, including the rules below:

1. All workers and contractors (hereafter referred to as “workers”) must take their temperature at their residence. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
2. To the greatest extent possible, implement a system whereby supervisors must check the temperature of all workers and contractors with a forehead thermometer before the worker begins work. If a worker or contractor has a temperature above 99.6 degrees Fahrenheit, then they are to be sent home immediately;
3. To the greatest extent possible, shift work must be implemented such that each shift shall have no more than fifty percent (50%) of the workers who were on shift on March 16, 2020. Once assigned to a shift, workers shall not change from one shift to another;
4. To the greatest extent possible, limit crossover of subcontractors;
5. Gatherings during meals or breaks are prohibited;
6. Workers must keep a 6 foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the workers;
7. Workers must not use a common water cooler. Employers shall provide individual water bottles or instruct workers to bring their own;
8. Employers must allow non-essential personnel to work from home when possible;
9. Employers must provide soap and water and hand sanitizer in the workplace, including all restrooms. Ensure that adequate supplies are maintained;
10. If running water is available at the site, workers must wash their hands for at least twenty (20) seconds before beginning work, when they remove gloves, and before and after the use of shared items such as tools or multi-user devices, before and after any meal or restroom breaks, and when their shift or work time ends.
11. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so workers may follow hygiene guidelines;
12. Employers must provide one (1) working flushing toilet for every fifteen (15) workers on site or one (1) outdoor portable toilet for every 10 workers on site;
13. There shall be no adverse action taken against a worker who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not



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- reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
14. Employers must designate a COVID-19 safety monitor on each site who has the authority to enforce these rules;

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any general contractor or subcontractor who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



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EXHIBIT C

Rules for Manufacturers and Distributors

Reason for Rules. The purpose of these rules is to outline the steps that every employer and employee must take to reduce the risk of exposure to COVID-19. The rules describe how to prevent worker exposure to coronavirus, protective measures to be taken on the jobsite, and cleaning and disinfecting procedures.

Definition of Critical Manufacturers and Distributors. This Order defines Critical Manufacturing and Distribution as the industries listed in the U.S. Department of Homeland Security in its Guidance on the Essential Critical Infrastructure Workforce, Version 2.0.

Rules for Manufacturers and Distributors. All employers involved in critical manufacturing and distribution activity must follow the requirements set forth in the rules below:

1. All employees must take their temperature at their residence before going to work at a manufacturing or distribution center. If a worker has a temperature above 99.6 degrees Fahrenheit, then they are prohibited from going to work and must remain at their residence;
2. To the greatest extent possible and as equipment becomes available, employers must implement a system whereby supervisors check the temperature of all employees before the employee begins work. If an employee has a temperature above 99.6 degrees Fahrenheit, then they are not permitted to work and must be sent home immediately;
3. Gatherings during meals or breaks are prohibited;
4. Employees must keep a six (6) foot distance between people at all times, unless the work being performed requires multiple individuals for the safety of the employees;
5. To the extent practicable, employers shall adjust shift timing to allow for greater physical distance between employees;
6. Employers must allow non-essential personnel to work from home when possible;
7. Employers must provide soap and water, or hand sanitizer if no soap or water is available, in the workplace, including all restrooms. Employers shall ensure that adequate supplies of soap and hand sanitizer are maintained;
8. Employees must wash their hands for at least twenty (20) seconds before beginning work, before any food preparation, before and after the use of shared items, after any meal or restroom breaks, and immediately prior to departing the work site.
9. Employers shall discourage employees from sharing work tools when possible.
10. Rest breaks of at least fifteen (15) minutes for every four (4) hours worked must be provided so employees may follow hygiene guidelines;
11. There shall be no adverse action taken against an employee who has, due to possible exposure to coronavirus, (1) been quarantined or advised to self-quarantine; (2) have not reported to work because the worker has a temperature of 99.6 degrees or higher; and (3) requested to use paid sick leave under the employer's policy; and
12. Employers must designate both a member of management as the COVID-19 Safety Monitor and a senior hourly employee (that is not a member of management), or a non-management



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employee if an hourly employee is not available, as the COVID-19 Vice Safety Monitor at each site to have the authority to work together to enforce these rules. Employers in unionized workplaces should consult with the employee's representatives on this designation.

Enforcement. A violation of this Order is a misdemeanor punishable by a fine not to exceed \$1,000 and/or confinement in jail for a term not to exceed 180 days. Additionally, any manufacturer and distributor who fails to strictly comply with these rules can be removed from the essential business list and prohibited from operating in Dallas County.



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DCHHS Social Distancing Rules

1) Vulnerable Populations: Limit Outings

- Vulnerable populations include people who are:
 - 60 years old and older.
 - People with certain health conditions such as heart disease, lung disease, diabetes, kidney disease and weakened immune systems.
- For vulnerable populations, don't go to gatherings unless it is essential. Stay home. Avoid people who are sick.

2) Workplace and Businesses: Minimize Exposure

- Suspend nonessential employee travel.
- Ensure employees practice social distancing and do not work within six feet of one another.
- Urge essential employees to stay home when they are sick and maximize flexibility in sick leave benefits.
- Do not require a doctor's note for employees who are sick.
- Maximize telecommuting options.
- Persons who need to be at work to provide essential services of great benefit to the community must take steps in their workplace to minimize risk.

3) Cancel Non-essential Events

- Cancel non-essential events.
- Do not attend any events or gatherings if sick.
- For events that aren't cancelled, we recommend:
 - Having hand washing capabilities, hand sanitizers and tissues available.
 - Frequently cleaning high touch surface areas like counter tops and hand rails.
 - Finding ways to implement social distancing..

4) Schools: Safety First

- Do not have your child attend school if sick.
- If you have a child with chronic health conditions, consult the child's doctor about school attendance.
- Schools should equip all classrooms with hand sanitizers and tissues.
- Recommend rescheduling or cancelling events that are not essential.
- Explore remote teaching and online options to continue learning.
- Schools should develop a plan for citywide school closures, and families should prepare for further closures.

5) Transit: Cleaning and Protection

- Increase cleaning of vehicles and high touch surface areas.
- Provide hand washing/hand sanitizers and tissues in stations and on vehicles.
- Ensure social distancing practices are implemented to the full extent possible.



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6) Health Care Settings: Avoid as possible, protect the vulnerable

- Long-term care facilities should have a COVID-19 plan in accordance with CDC or state guidelines.
- Long-term care facilities should restrict all visitation except for certain compassionate care situations, such as end of life situations.
- The general public should avoid going to medical settings such as hospitals, nursing homes and long-term care facilities, even if you are not ill.
- If you are ill, call your health care provider ahead of time, and you may be able to be served by phone.
- Do not visit emergency rooms unless it is essential.
- Follow guidance and directions of all facilities.

7) Everyone: Do your part

The best way for all Dallas County residents to reduce their risk of getting sick, as with seasonal colds or the flu, still applies to prevent COVID-19:

- Wash hands with soap and water for at least 20 seconds.
- Cough or sneeze into your elbow or a tissue. Throw the tissue in the trash.
- Stay home if you are sick.
- Avoid touching your face.
- Try alternatives to shaking hands, like an elbow bump or wave.
- If you have recently returned from a country, state or region with ongoing COVID-19 infections, monitor your health and follow the instructions of public health officials and CDC guidance.
- There is no recommendation to wear masks at this time to prevent yourself from getting sick.

You can also prepare for the disruption caused by an outbreak. Preparedness actions include:

- Prepare to work from home if that is possible for your job, and your employer.
- Make sure you have a supply of all essential medications for your family.
- Prepare a child care plan if you or a caregiver are sick.
- Make arrangements about how your family will manage school closures.
- Plan for how you can care for a sick family member without getting sick yourself.
- Take care of each other and check in by phone with friends, family and neighbors that are vulnerable to serious illness or death if they get COVID-19.
- Keep common spaces clean to help maintain a healthy environment for you and others. Frequently touched surfaces should be cleaned regularly with disinfecting sprays, wipes or common household cleaning products.

Regular Session Agenda Item: 6

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Receive an update from Republic Services with regard to COVID-19 response and procedures.

BACKGROUND OF ISSUE:

The City of Seagoville contracts with Republic Services ("Republic") for its solid waste pick up and disposal. Upon entering into the Agreement with Republic, specific schedules, procedures and response times were established. As a result of the Coronavirus (COVID-19), most, if not all, businesses are being required to make changes to the way they would normally do business. Republic has been required to make changes during this Pandemic as well. For this reason, representatives from Republic will provide the City with an update on any changes to their schedule, response and/or procedures.

FINANCIAL IMPACT:

N/A

EXHIBITS:

None

Regular Session Agenda Item: 7

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Receive an update from City staff with regard to COVID-19

BACKGROUND OF ISSUE:

Staff will provide an update on any information received concerning the Coronavirus.

FINANCIAL IMPACT:

N/A

EXHIBITS:

None

Regular Session Agenda Item: 8

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

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.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 9

Meeting Date: April 6, 2020

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A