



AGENDA

CITY COUNCIL MEETING August 2, 2011 @ 6:30 P.M.

Notice is hereby given the City Council for the City of Parker will meet in a Regular Meeting on Tuesday, August 2, 2011 at 6:30 P.M. at Parker City Hall, 5700 E. Parker Road, Parker, Texas 75002.

CALL TO ORDER – Roll Call and Determination of a Quorum

EXECUTIVE SESSION

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

1. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN TEXAS GOVERNMENT CODE SECTION 551:
 - a) 551.074 GC; Personnel—consideration of replacement of the city administrator, terms of the appointment of the interim administrator, and terms and qualifications of a future permanent city administrator.
 - b) 551.071GC: Legal Advice—regarding intellectual property issue related to city newsletter.
2. RECONVENE REGULAR MEETING.
3. CONSIDERATION AND/OR ANY ACTION REQUIRED AS A RESULT OF THE EXECUTIVE SESSION.

PLEDGE OF ALLEGIANCE

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

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

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JUNE 15, 2011.
2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 20, 2011.
3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JULY 21, 2011.
4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-344 APPROVING THE 2011-2012 POLICE DISPATCH AGREEMENT WITH COLLIN COUNTY.
5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-343 APPROVING THE 2011-2012 JAIL SERVICE AGREEMENT WITH COLLIN COUNTY.
6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-342 APPROVING A COOPERATIVE CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY.
7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-341 SETTING PUBLIC HEARING AND ADOPTION DATES FOR THE PROPOSED TAX RATE.
8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011 – 340 SETTING A PUBLIC HEARING AND ADOPTION DATE FOR FY 2011-2012 BUDGET.
9. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON REVIEW OF RESOLUTION 2008-230 ESTABLISHING POLICY FOR MAYOR AND CITY COUNCIL TRAVEL AND EXPENSES.

ROUTINE ITEMS

10. FUTURE AGENDA ITEM REQUESTS.

11. UPDATES

a. Water Conservation

12. ADJOURN

In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this Agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be

specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.

I certify that this Notice of Meeting was posted on July 29, 2011 by 5:00 p.m. at the Parker City Hall, and as a courtesy, this Agenda is also posted to the City of Parker Website at www.parkertexas.us.

Date Notice Removed


Carrie L. Smith, TRMC, CMC
City Secretary

The Parker City Hall is Wheelchair accessible. Sign interpretations or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972 442 6811.



Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Secretary, Carrie Smith
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: July 25, 2011
Exhibits:	1) Proposed Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JUNE 15, 2011.

SUMMARY

Minutes were tabled from the July 20, 2011 meeting.

POSSIBLE ACTION

- Move to approve the minutes as written.
- Move to approve the minutes as amended.
- Move to table the minutes.

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>J. H. Hays</i>	Date:	7-29-11

MINUTES
CITY COUNCIL MEETING

June 15, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

Special Meeting on June 15, 2011 at 4:00 P.M. at South Fork Ranch, Dallas Palace Meeting Room, 3700 Hogge Road, Parker, Texas 75002.

Mayor Cordina called the meeting to order at 4:00 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: City Administrator Dena Daniel, City Attorney James Shepherd, Assistant City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, Police Chief Tony Fragoso, Sergeant Kenny Price and Court Clerk Lori Newton.

PLEDGE OF ALLEGIANCE

American Pledge: Eleanor Evans led the pledge.

Texas Pledge: Allison Sumrow led the pledge.

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

- Jasmat Sutaria, 5205 Creekside Court – would like Council to accept his application for Boards and Commissions to serve his community. Staff noted they did not accept his application because it was submitted after the May 31, 2011 deadline. Staff will be happy to accept his application for future appointments.
- Stephanie Casson, 1807 Dublin Road – concerns with “Agenda 21” and wanted to make the Council aware. President Obama signed the Executive Order creating the White House Rural Council. This Council can regulate how and what property owners in rural areas do on their land.
- Jack Barba, 5003 Old Gate Ln. – stated “Agenda 21” is European Socialism to take away our rights to drive cars and tractors.

WORK SESSION

1. ANNUAL PLANNING SESSION.

Recap:

- What needs to go back to this year’s budget?

- Growth rate from 2000 (1379) to 2010 (3811) census is 300%. Census numbers are to be used in the future.
- Preliminary Appraisal was a 2% increase. Net \$36,798 being M/O & I/S together. This information will be included for future presentations.

Administration

- Copier will be an extension of the current lease with a new machine. The cost is basically flat and in current budget.
- Computer replacement we currently have \$4,000 preliminary budgeted.
- We will look at alternative sources to assist with Laserfiche project.
- IPADS are approximately \$500 each. Eight will be needed for council, city administrator and city attorney. Thirteen will be needed for council, city attorney and executive staff. Saves approximately \$6,000 per year on paper packets. Council would like to look at these at the budget.
- Monitors \$1300 each. Bring back at budget.

Police Department

- There is a need to look at officer scheduling to insure 24/7 coverage
- Chief Fragoso does have a training plan for each officer and currently each officer trains approximately 100 – 120 hours per year. Minimum annual training for officers is 40 hours per year and that number will be increased in the near future. Council feels this is an excessive amount of training hours for officers and will need to be re-evaluated. Chief Fragoso noted there is a grant pending for free web training that reduces any costs to the City. Chief Fragoso feels the officer's skills will be lost without excess training due to the lack of calls within the City. The greatest concern is not the cost but loss of service. Council requested comparisons to justify the amount of training and the need for a new office, Chief Fragoso is to check with other police departments. Mayor Pro-tem Marshall figured the maximum number of officers needed, even with 120 of training per officer, is 6.53. Mayor Cordina would like Chief Fragoso's research to be cities with a similar foot print as Parker.
- The cost of an officer is an average \$60,000 including benefits. Mayor Cordina stated he is not apt to adding another officer. Currently we have 7 full-time officers and the need is 6.53, as Mayor Pro-tem Marshall stated earlier, plus we have reserve officers not included in the 6.53. The number will be put into the preliminary budget for discussion at the budget session.
- Bullet Proof Glass on Police Station is not in the preliminary budget but to be added for further discussion. This was not done at the time of the remodel due to money restraints. Mayor Cordina and City Administrator Daniel stated the glass was never mentioned.
- ALPR comes back in 3 years for discussion.
- Thermal imaging is to be added to the preliminary budget, 2-car mount (\$6,000 ea.) and 1- handheld. The City currently has one hand-held received by a grant a number of years ago.
- Traffic Counters range from \$5,000 for smaller units. Pole mounted counters provide adequate information and reports. Portable counter are \$20,000. Chief Fragoso recommended the smaller J-Mar box.

- Chief Fragoso is to prioritize the Police Departments needs for budget session.
- Chief Fragoso said the personal cameras can be pushed out to a later date. These items can be removed from the proposed budget.
- Chief Fragoso requested Unit 100 and 300 be replaced. Currently there is \$60,000 budgeted for 2 new Dodge Chargers. They are now requesting 1 Tahoe and 1 Charger. Public Works could use Unit 300 and make it last approximately 5-years. The rotation resolution was a guideline and says to be evaluated at budget time. The Fire Department has mentioned the need for an additional SUV. Council added 1-Charger and 1-Tahoe to the budget.

Public Works/Parks/Water

- Waterline project on Hogge Road is included in the preliminary budget.
- Most road projects are long term.

2. CONSIDERATION AND/OR ANY ACTION FOR THE PERSONNEL COMMITTEE ASSIGNMENT.

Mayor Cordina review his handout (Exhibit B)

Councilmember Sumrow reviewed her presentation (Exhibit C)

MOTION: Councilmember Sumrow moved to amend Resolution 2011-334 that defines the Personnel Committee as written, Councilmember Levine will fill the vacancy, and amend by adding a "Whereas" from presentation slide 2, defining the role/function of the committee. Councilmember Leamy seconded.

MOTION AMENDMENT 1) Mayor is to be an ex-officio member without voting capacity; 2) city administrator is an ex-officio member with voting capacity.

Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

3. CONSIDERATION AND/OR ANY ACTION ON THE SALE OF THE 300,000 GALLON WATER TOWER.

An offer was received from Colorado City, Texas.

MOTION: Mayor Pro-tem Marshall moved to sale the water tower to Colorado City, Texas subject to Colorado City paying all moving costs, refund costs for City of Parker's advertising expenses and restore the ground area. Councilmember Levine seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

4. ADJOURN

Mayor Cordina adjourned the meeting.

APPROVED:

Joe Cordina
Mayor

ATTESTED:

Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the _____
day of July, 2011.

Exhibit A – Planning Session presentation

Exhibit B – Mayor Cordina's presentation on Personnel Committee

Exhibit C – Councilmember Sumrow's presentation on Personnel Committee



Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Secretary, Carrie Smith
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: July 25, 2011
Exhibits:	1) Proposed Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JULY 20, 2011.

SUMMARY

POSSIBLE ACTION

- Move to approve the minutes as written.
- Move to approve the minutes as amended.
- Move to table the minutes.

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tuffy Flayn</i>	Date:	7-29-11

MINUTES

CITY COUNCIL MEETING

July 20, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

Special Meeting on July 20, 2011 at 4:00 P.M. at South Fork Ranch, Dallas Palace Meeting Room, 3700 Hogge Road, Parker, Texas 75002.

Mayor Cordina called the meeting to order at 4:05 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: Acting City Administrator Jeff Flanigan, City Attorney James Shepherd, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, Police Chief Tony Fragoso, Police Sergeant Kenny Price, Fire Chief Mike Sheff and Court Clerk Lori Newton.

PLEDGE OF ALLEGIANCE

American Pledge: Johnna Boyd led the pledge.

Texas Pledge: Carrie Smith led the pledge.

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

None

INDIVIDUAL CONSIDERATION ITEMS

1. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 7, 2011 REGULAR MEETING.

MOTION: Councilmember Leamy moved to approve the minutes as amended. Councilmember Levine seconded with Councilmember's Leamy, Sumrow, Evans and Levine voting for. Motion carried 4-0. Marshall abstained.

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 14 & 15 PLANNING SESSION.

MOTION: Mayor Pro-tem Marshall moved to approve the meeting minutes for June 14, 2011 as amended. Councilmember Evans seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

Meeting minutes for June 15 were tabled.

3. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 21, 2011 REGULAR MEETING.

MOTION: Councilmember Levine moved to approve the minutes as amended. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FOR JUNE 28, 2011 SPECIAL MEETING.

MOTION: Councilmember Levine moved to approve the minutes as amended. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON ORDINANCE 670 ADOPTING A PROPOSED CITY FEE SCHEDULE.

MOTION: Councilmember Sumrow moved to approve Ordinance 670 subject to removing the animal adoption and microchip fees under animal control and amending the credit card charge to read 2.5%. Councilmember Marshall seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

6. PRELIMINARY DISCUSSION REGARDING THE FUTURE PROCEDURE FOR CONDUCTING THE GENERAL ELECTION TO ELECT MUNICIPAL OFFICERS IN THE CITY OF PARKER.

City Secretary Smith and City Attorney Shepherd reviewed the new law with the Council.

Council has a few options to consider:

- 1) Un-staggering Terms of Office,
- 2) Changing to the November Uniform Election Date, or
- 3) Purchase or Lease Electronic Voting Machines

This item will be placed on a future agenda for further discussion.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION RESOLUTION 2011-338 DESIGNATING SIGNATORIES FOR BANKING TRANSACTIONS WITH AMERICAN NATIONAL BANK.

MOTION: Councilmember Sumrow moved to approve Resolution 2011-338 by adding Assistant City Administrator Jeff Flanigan as an authorized signor and removing former City Administrator Dena Daniel. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

8. CONSIDERATION AND/OR ANY APPROPRIATE ACTION RESOLUTION 2011-339 DESIGNATING SIGNATORIES FOR BANKING TRANSACTIONS WITH TEXSTAR.

MOTION: Councilmember Sumrow moved to approve Resolution 2011-339 by adding Assistant City Administrator Jeff Flanigan as an authorized signor and removing former City Administrator Dena Daniel. Councilmember Leamy seconded with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine voting for. Motion carried 5-0.

WORK SESSION

9. ANNUAL BUDGET SESSION.

Finance/H.R. Manager Boyd gave the Council a brief presentation on the preliminary budget.

ROUTINE ITEMS

10. FUTURE AGENDA ITEM REQUESTS.

Levine – Alarm Permit/Registration Ordinance
Flanigan – Water Meter Technology Purchase
Flanigan – Hogge Road/Southfork Easement
Smith – SB100 Discussion
Smith – Minutes June 15, 2011

11. UPDATES

- a. DEPARTMENT REPORTS: Building, Animal Control, Police, Fire, Finance and Website

No Comments

EXECUTIVE SESSION

Pursuant to the provisions of Chapter 551, Texas Government Code, Vernon's Texas Codes Annotated the City Council may hold a closed meeting.

Mayor Cordina recessed the regular meeting at 7:10 p.m.

12. RECESS TO CLOSED EXECUTIVE SESSION IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN TEXAS GOVERNMENT CODE SECTION 551:

- a) 551.071 Confidential legal advice regarding intellectual property rights of the city for its publications.
b) 551.071 Confidential legal advice regarding pending or threatened litigation regarding former personnel.

13. RECONVENE REGULAR MEETING.

Mayor Cordina reconvened the regular meeting at 9:30 p.m.

14. CONSIDERATION AND/OR ANY ACTION REQUIRED AS A RESULT OF THE EXECUTIVE SESSION.

No action

15. ADJOURN

Mayor Cordina adjourned the meeting 9:30 pm.

APPROVED:

Joe Cordina
Mayor

ATTESTED:

Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the 2nd of
August, 2011

Exhibit A – Budget Session presentation



Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Secretary, Carrie Smith
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: July 25, 2011
Exhibits:	1) Proposed Minutes

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON MEETING MINUTES FROM JULY 21, 2011.

SUMMARY

POSSIBLE ACTION

- Move to approve the minutes as written.
- Move to approve the minutes as amended.
- Move to table the minutes.

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Tiffany Flay</i>	Date:	7-29-11

MINUTES
CITY COUNCIL MEETING
July 21, 2011

CALL TO ORDER – Roll Call and Determination of a Quorum

Special Meeting on July 21, 2011 at 4:00 P.M. at South Fork Ranch, Dallas Palace Meeting Room, 3700 Hogge Road, Parker, Texas 75002.

Mayor Cordina called the meeting to order at 4:05 p.m. with Councilmembers Leamy, Sumrow, Marshall, Evans and Levine present. A quorum was present.

Staff Present: Acting City Administrator Jeff Flanigan, City Secretary Carrie Smith, Finance/HR Manager Johnna Boyd, Police Chief Tony Fragoso, Police Sergeant Kenny Price, Fire Chief Mike Sheff and Court Clerk Lori Newton.

PLEDGE OF ALLEGIANCE

American Pledge: Mike Sheff led the pledge.

Texas Pledge: Tony Fragoso led the pledge.

PUBLIC COMMENTS The City Council invites any person with business before the Council not scheduled on the agenda to speak to the Council. No formal action may be taken on these items at this meeting. Please keep comments to 3 minutes.

None

WORK SESSION

1. ANNUAL BUDGET SESSION.

Council and Staff reviewed the preliminary budget.

Administration

- Line items 1-10-6015 is to be move in the chart below 1-10-6030
- 1-10-6016 Printing Projects is to be used for out sourced projects
- 1-10-6017 Economic Development – PWC – Delete Line Item completely
- 1-10-6018 Economic Development – Other was reduced to \$0
- 1-10-6060 Election Notice - change title to Election Costs
- 1-10-6064 Newsletter Expenses – This line item include printing costs of approximately \$2000 and postage of approximately \$600
- 1-10-6020 Computer upgrade and software – line item includes annual software for accounting

- 1-10-6090 Council food/supplies – budget reduced to \$2000 and the 2012 annual planning and budget sessions will be held at the municipal complex.
- 1-10-6035 Office Equipment was reduced to \$2,000
- 1-10-7400 Legal Fees was reduced to \$110,000 – includes outside legal service
- 1-10-7700 Codification Services was reduced to \$750
- 1-10-6930 Other was reduced to \$1000 – includes non-customary expenses
- 110-6920 Contingency was reduced to \$5,000
- 1-10-7905 Training (P&Z and Council) was reduced to \$10,000
- 1-10-7900 Staff Training was reduced to \$13,000
- PS Requests Ipads, monitors, modular front door, and Part-time records employee were deleted

Police Department

- 1-20-6410 Vehicle operation and maintenance was reduced to \$8,000
- PS Request new vehicles was approved with purchasing 1 at the beginning of the fiscal year and another in 6-months if revenue allows
- PS Requests thermal imaging, new employee, bullet proof glass, and traffic calming solution were deleted

Fire Department

Budget numbers were not changed, but Chief Sheff may reallocate funds on a few line items

Building and Code Enforcement

- 1-50-7900 Training and Education was reduced to \$1500
- 1-50-6045 Memberships/Dues/Subscriptions was reduced to \$250
- 1-50-6910 Miscellaneous Supplies was reduced to \$500
- 1-50-6200 Vehicle fuel, oil, wash and tracking was reduced to \$3000

Parks and Recreation

- 1-55-6800 Dues and Memberships were reduced to \$0
- 1-55-6820 Consulting/Engineering was reduced to \$500
- 1-55-6870 Scouting Projects was reduced to \$2000

Public Works

- 1-60-6640 Drainage Expenses was reduced to \$25,000
- PS Request New Trucks was deleted
- PS Request Small Tractor was reduced to \$4000 and a tractor will be rented when needed

Future Capital Improvements

- 1-85-9220 Fire Truck/Heavy Equip Reserve, title was changed to Future Capital Improvements. This account is a reserve/savings account for future projects.

Water Department

- The water meter replacement project cost is \$375,000 and funds will be taken out of capital improvements fund and pay for the project in full.

INDIVIDUAL CONSIDERATION ITEMS

2. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON SCHEDULE FOR PUBLIC HEARINGS ON PROPOSED TAX RATE AND BUDGET.

At Councils request Public Hearing 2 is to be rescheduled to August 29 so all Councilmembers are present. The record vote and schedule will be approved at the August 2 meeting.

3. ADJOURN

Mayor Cordina adjourned the meeting 9:01 pm.

APPROVED:

Joe Cordina
Mayor

ATTESTED:

Carrie L. Smith, TRMC, CMC
City Secretary

APPROVED on the 2nd of
August, 2011

Exhibit A – Budget Session presentation



Council Agenda Item

Budget Account Code:	11-20-6450	Meeting Date:	August 2, 2011
FY 2011-2012 Budgeted Amount:	19730.00	Department/ Requestor:	Police Department, Chief Fragoso
Fund Balance-before expenditure:		Prepared by:	C Smith
FY 2011-2012 Estimated Cost:	19730.00	Date Prepared:	July 25, 2011
Exhibits:	1) Proposed Resolution and Agreement 2) City Attorney Shepherd's mark ups 3) Current Resolution 2010-297		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-344 APPROVING THE 2011-2012 POLICE DISPATCH AGREEMENT WITH COLLIN COUNTY.

SUMMARY

Parker has an annual interlocal agreement with Collin County for police dispatch services. This resolution extends the current contract for one year.

We did change section 6 last year to be more fair to the city in the event of a problem. We would like to use this same section 6 in both the dispatch and jail services agreements.

POSSIBLE ACTION

- Move to approve as written.
- Move to approve as amended.
- Move to table.

Inter - Office Use			
Approved by:	<i>Donel Fragoso</i>		
Department Head:	<i>by Email</i>	Date:	<i>7/25</i>
City Attorney:	<i>by Email</i>	Date:	<i>7/29</i>
City Administrator:	<i>Tiffany Hays</i>	Date:	

RESOLUTION NO. 2011-344
(2010-2011 Police Dispatch Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL POLICE DISPATCH
SERVICES AGREEMENT**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Police Dispatch Service with Collin County;

WHEREAS, the City of Parker finds it necessary to have Police Dispatch Service for the health and protection of its Residents and their property;

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Dispatch Services, and the City of Parker does not provide such Services;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Dispatch Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 2nd day of August, 2011.

Joe Cordina, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED TO FORM:

James E. Shepherd, City Attorney

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the _____ day of _____, 2011, by and between the City of Parker (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October 1, 2011, and shall continue in full force and effect through September 30, 2012.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2012 in the amount of \$19,726.04 shall be paid by the City in quarterly installments of \$4,931.51. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) If to the County, to:
Sheriff Terry G. Box
Collin County Sheriff's Office
4300 Community Avenue
McKinney, Texas 75071

(B) If to the City, to:

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the ____ day of _____, 2011, by and between the City of Parker (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October 1, 2011, and shall continue in full force and effect through September 30, 2012.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2012 in the amount of \$19,726.04 shall be paid by the City in quarterly installments of \$4,931.51. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.

Formatted: Indent: First line: 0.5"

Deleted: . Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement. The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) If to the County, to:
Sheriff Terry G. Box
Collin County Sheriff's Office
4300 Community Avenue
McKinney, Texas 75071

(B) If to the City, to:

Or to such person at such address as may from time to time be specified in a notice

given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

RESOLUTION NO. 2010-297
(2010-2011 Police Dispatch Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF AN INTERLOCAL POLICE DISPATCH
SERVICES AGREEMENT**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Police Dispatch Service with Collin County;

WHEREAS, the City of Parker finds it necessary to have Police Dispatch Service for the health and protection of its Residents and their property;

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Dispatch Services, and the City of Parker does not provide such Services;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
PARKER, COLLIN COUNTY, TEXAS:**

SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Dispatch Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

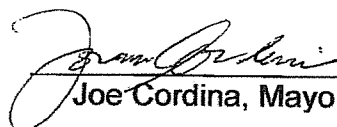
APPROVED AND ADOPTED this 17th day of August, 2010.

ATTEST:

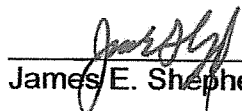

Carrie L. Smith, City Secretary



APPROVED:


Joe Cordina, Mayor

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 17th day of August 2010, by and between the City of Parker (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communications facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October, 2010, and shall continue in full force and effect through September 30, 2011.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County's law enforcement personnel.

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2011 in the amount of \$23,273.12 shall be paid by the City in quarterly installments of \$5,818.28. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) If to the County, to:

Sheriff Terry G. Box
Collin County Sheriffs Office
4300 Community Avenue
Mckinney, Texas 75071

(B) If to the City, to:

Police Chief Tony Fragoso
City of Parker, Texas
5700 E. Parker Road
Parker, Texas 75002

or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

"COUNTY"

COLLIN COUNTY, TEXAS

BY: 

TITLE: County Judge

DATE: 9/14/10

"CITY"

BY: 

TITLE: Mayor Joe Cordina

DATE: August 20, 2010

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Interlocal Agreement, Dispatch Services, City of Parker – Sheriff

On September 13, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward


County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

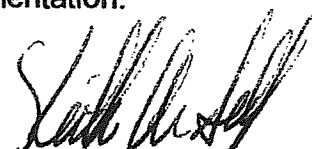
During such session the court considered a request for approval of an Interlocal Agreement with the City of Parker.


Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of an Interlocal Agreement with the City of Parker for Dispatch Services in equal quarterly installment payments of \$5,818.28 (totaling \$23,273.12) through and including September 30, 2011 and further authorize the County Judge to finalize and execute same. Same is hereby approved as per the attached documentation.





ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS


Keith Self, County Judge


Matt Shaheen, Commissioner, Pct. 1


Jerry Hoagland, Commissioner, Pct. 2


Joe Jaynes, Commissioner, Pct. 3


Kathy Ward, Commissioner, Pct. 4



Council Agenda Item

2012 Budget Amount:	Meeting Date: August 2, 2011
Agreement Cost \$70.92 per day	Department/ Requestor: Police/ Collin County
FY 2011 Cost as of July 31, 2011	Prepared by: C Smith
Term 1- year Beginning 10/1/2011 Ending 9/31/2012	Date Prepared: 7/19/2011
Exhibits:	1) Proposed Resolution 2) City Attorney Shepherd's markups 3) Current Agreement – Resolution 1112-02(A)

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-343 PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 7 JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.

SUMMARY

Annual renewal of Jail Service agreement with Collin Council, no cost changes.

We did change section 6 last year to be more fair to the city in the event of a problem.

POSSIBLE ACTION

Move to approve as written.

Move to approve as amended.

Move to table.

Inter – Office Use			
Approved by:	<i>Jony Inasoso</i>		
Department Head:	<i>by Email</i>	Date:	<i>7/25</i>
City Attorney:	<i>by Email</i>	Date:	<i>7/29</i>
City Administrator:	<i>Tiff Flory</i>	Date:	<i>7-29-11</i>

RESOLUTION NO. 2011-343
(2011-2012 Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 7 JAIL
SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND COLLIN COUNTY.**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County;

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property;

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 2nd day of August, 2011.

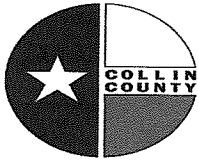
Joe Cordina, Mayor

ATTEST:

Carrie L. Smith, City Secretary

APPROVED TO FORM:

James E. Shepherd, City Attorney



Amendment No. Seven (7) _____

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor:	<u>CITY OF PARKER</u>	Contract	<u>Agreement, Jail Services</u>
	<u>Mayor, Joe Cordina</u>	Agreement	<u>12137-08</u>
	<u>5700 E. Parker Road</u>		
	<u>Parker, TX 75002</u>	Effective Date	<u>10/1/11</u>

Awarded by Court Order No.:	<u>2003-091-02-11</u>
Amendment # 1	<u>2004-855-10-12</u>
Amendment # 2	<u>2006-285-03-28</u>
Amendment # 3	<u>2007-768-09-11</u>
Amendment # 4	<u>2008-790-09-23</u>
Amendment # 5	<u>2009-726-09-14</u>
Amendment # 6	<u>2010-691-09-13</u>
Amendment # 7	

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2012, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Amend Section 8 Civil Liability to read as follows:

8.01 Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent. The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.

ACCEPTED BY:

CITY OF PARKER
Mayor, Joe Cordina
5700 E. Parker Road
Parker, TX 75002

Print Name

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

SIGNATURE

TITLE:

DATE:

Frank Ybarbo

Purchasing Agent

DATE: _____

RESOLUTION NO. 2010-298
(2010-2011 Jail Services Agreement)

**A RESOLUTION OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS,
PROVIDING FOR THE EXECUTION OF CONTRACT AMENDMENT NO. 6
JAIL SERVICES AGREEMENT BETWEEN THE CITY OF PARKER AND
COLLIN COUNTY.**

WHEREAS, the City of Parker is authorized by state law to execute an interlocal agreement for Jail Service with Collin County;

WHEREAS, the City of Parker finds it necessary to have Police Jail Service for the health and protection of its Residents and their property;

WHEREAS, Collin County's Sheriff's Office is an official State of Texas recognized and authorized agency to provide Police Jail Services, and the City of Parker does not provide such Services;

WHEREAS, The City of Parker has budgeted sufficient funds to make the required payments;


**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER,
COLLIN COUNTY, TEXAS:**

SECTION 1. The Parker City Council does authorize the Mayor to enter into an agreement with Collin County for Police Jail Services in substantially the form attached hereto for all purposes.

SECTION 2. That this resolution shall be effective upon its passage.

APPROVED AND ADOPTED this 17th day of August, 2010.

APPROVED:

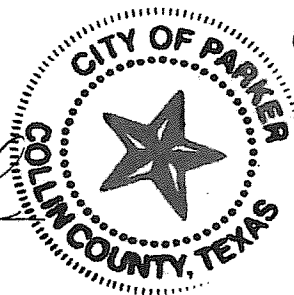


Joe Gordina, Mayor

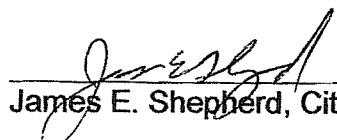
ATTEST:



Carrie L. Smith, City Secretary



APPROVED AS TO FORM:



James E. Shepherd, City Attorney



Amendment No. Six (6) 6

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor:	<u>CITY OF PARKER</u>	Contract	<u>Agreement, Jail Services</u>
	<u>Mayor, Joe Cordina</u>	Contract No.	<u>2003-091-02-11</u>
	<u>5700 E. Parker Road</u>		
	<u>Parker, TX 75002</u>	Effective Date	<u>10/1/2010</u>

Awarded by Court Order No.:	<u>2003-091-02-11</u>
Amendment # 1	<u>2004-855-10-12</u>
Amendment # 2	<u>2006-285-03-28</u>
Amendment # 3	<u>2007-768-09-11</u>
Amendment # 4	<u>2008-790-09-23</u>
Amendment # 5	<u>2009-726-09-14</u>
Amendment # 6	<u>2010-691-09-13</u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend Section 2 Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2011, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Joe Cordina Print Name
CITY OF PARKER

Mayor, Joe Cordina
5700 E. Parker Road
Parker, TX 75002

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Joe Cordina
SIGNATURE

TITLE: Mayor
DATE: August 26, 2010

Franklin Ybarbo
Frank Ybarbo
Purchasing Agent
DATE: 9/14/10

Attachment A

Amend Section 8 Civil Liability to read as follows:

“SECTION 8. Civil Liability

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the party found to be negligent.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the City pursuant to the terms of this Agreement. The County shall hold the City free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the actions, or failure to act, of the County pursuant to the terms of this Agreement, and as applicable by law.”

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Amendment No. 6, Jail Services, City of Parker – Sheriff

REC-
SEP 14 2010
CITY OF PARKER

On September 13, 2010, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

Keith Self
Matt Shaheen
Jerry Hoagland
Joe Jaynes
Kathy Ward


County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4

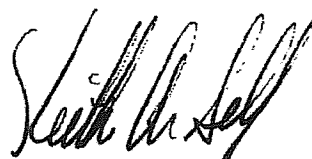
During such session the court considered the request for approval of Amendment No. 6 to the Interlocal Agreement for Jail Services with the City of Parker.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of Amendment No. 6 to the Interlocal Agreement for Jail Services with the City of Parker to extend the contract for one (1) year through and including September 30, 2011 and further authorize the Purchasing Agent to finalize and execute same. Same is hereby approved as per the attached documentation.

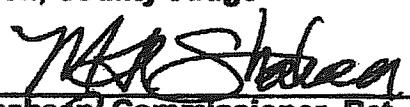


ATTEST:



Stacey Kemp, Ex-Officio Clerk
Commissioners' Court
Collin County, TEXAS




Keith Self, County Judge




Matt Shaheen, Commissioner, Pct. 1



Jerry Hoagland, Commissioner, Pct. 2



Joe Jaynes, Commissioner, Pct. 3



Kathy Ward, Commissioner, Pct. 4

RESOLUTION NO. 1112-02(A)
(Interlocal Jail Services Agreement)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH COLLIN COUNTY, TEXAS; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Parker desires to protect the health, safety and welfare of its citizens, and

WHEREAS, the Parker City Council deems it in the best interest of the City of Parker to enter into a Jail Services Agreement with Collin County, Texas to obtain certain jail services from the County to be performed for the benefit of the City to insure the confinement of persons accused or convicted of an offense in Parker, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, COLLIN COUNTY, TEXAS AS FOLLOWS:

SECTION 1. The Interlocal Agreement attached hereto, and entitled "Interlocal Jail Services Agreement", is approved.

SECTION 2. The Mayor is hereby authorized to execute the Agreement and all other necessary documents in connection therewith on behalf of the City of Parker.

SECTION 3. The City Council approves this Agreement subject to the provision for Indemnification being strictly limited by the Constitution of the State of Texas with respect to the creation of a debt. The City of Parker does not undertake to indemnify the County to the extent the provision is unlawful, nor does the City commit to providing a fund, or funding, for such indemnification.

SECTION 4. It is the intent of the City Council that each paragraph, sentence, subdivision, clause, phrase or section of this Resolution and the Interlocal Agreement attached hereto be deemed severable, and should any paragraph, sentence, subdivision, clause, phrase or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall not be construed to effect the validity of those provisions of this Resolution and its attachment left standing.

DULY RESOLVED by the City Council of the City of Parker, Texas on this the 12
day of November, 2002.



APPROVED:

David Hammel

David Hammel, Mayor

ATTEST:

Betty McMenemy

Betty McMenemy, City Secretary

APPROVED AS TO FORM:

James E. Shepherd

James E. Shepherd, City Attorney

Interlocal Jail Services Agreement

This agreement is entered into on the 12 day of November, 2002, by and between the City of Parker ("City") and Collin County, a political subdivision of the State of Texas ("County").

Recitals

1. The County operates the Collin County Jail in accordance with Chapter 351, Texas Local Government Code.
2. The County operates the County Jail for the confinement of persons accused or convicted of an offense.
3. The City desires to obtain certain jail services from the County to be performed for the City to insure the confinement of persons accused or convicted of an offense.

Therefore, under the authority of the Interlocal Cooperative Act., TEX. REV. CIV. STAT. ANN., Chapter 791, Texas Government Code, the parties agree as follows:

Section 1. Definitions

1.01 Jail Services

The term "jail services" means all services legally necessary to provide for the confinement in the Collin County Jail of persons accused or convicted of an offense.

Section 2. Term

2.01 Term

The term of this Agreement shall commence on the 1st day of October, 2002, and shall continue in full force and effect for a period of one (1) year. This Agreement shall be automatically renewed annually for an additional one (1) year term without the necessity of any action by the parties. Either party may elect not to renew this Agreement by giving written notice at least ninety (90) days prior to the end of the original term or any renewed term.

2.02 Termination

Either party may terminate this Agreement by giving ninety (90) days written notice to the other party.

Section 3. Services

Services to be Provided

The County agrees to provide to City jail services necessary for the confinement of persons accused or convicted of an offense, subject to the availability of space at the County jail at the time the City requests jail services. For the purposes of this Agreement, space shall be deemed to be unavailable when the Collin County Jail is filled to 100% of its capacity.

Section 4. Non-Exclusivity of Service Provision

The parties agree that the County may contract to perform services similar or identical to those specified in this Agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

Section 5. Compensation

5.01 Basic Charge

The City shall pay the County a Basic Charge of \$70.92 per day or part of a day per inmate that the City requests be confined, and who is confined, in the County jail. If an inmate is arrested on the City's warrant by another agency and transported to the Collin County Jail, the City will not be charged if the inmate is released to the City within four (4) hours.

5.02 Additional Charges

In addition to the Basic Charge, the City shall pay County additional charges to reimburse County for expenses associated with providing jail services to inmates. These charges include, but are not limited to the following: charges for providing health care services, including medical, hospital and dental services to inmates.

5.03 Billing

The County shall bill the City monthly for jail services provided under this Agreement. The City agrees to pay the bills within thirty (30) days of the billing date.

5.04 Cost of Additional Charges

Charges billed to the City for services under Section 5.02 of this Agreement shall be at the cost to the County of providing those services to the inmates.

5.05 Source of Payment

The City agrees that payments it is required to make under this Agreement shall be made out of the City's current revenues.

Section 6. Lawful Arrest and Detention

The parties agree that the City will comply with all federal, state and local laws regarding conditions precedent to arrest and detention including, but not limited to, determinations of probable cause and other requirements necessary for lawful arrest and detention. Further, the parties agree that the City is solely responsible for compliance with pre detention procedures and that the City will hold the County harmless from any liability, including, but not limited to, obligations, costs, claims, judgments, attorneys' fees, and attachments, caused by or flowing from failure by the City to comply with conditions precedent to lawful arrest and detention.

Section 7. Procedures

7.01 Delivery and Release of Inmates

The City agrees to comply with all County rules and procedures regarding jail security in delivering inmates to the Collin County Jail and receiving inmates to be released.

7.02 Removal on Termination

The City agrees to remove all persons confined on the City's behalf in the Collin County Jail pursuant to this Agreement at least one (1) day prior to the date of termination of this Agreement.

Section 8. Civil Liability

Any civil liability relating to the furnishing of services under this Agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this Agreement.

The city shall hold the County free and harmless from any obligation, costs, claims, judgments, attorneys' fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this Agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

Section 9. Amendment

This Agreement shall not be amended or modified other than in a written agreement signed by the parties.

Section 10. Controlling Law

This Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

Section 11. Notices

11.01 Form of Notice

Unless otherwise specified all communications provided for in this Agreement shall be in writing and shall be deemed delivered whether actually received or not forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

11.02 Addresses

All communications provided for in this Agreement shall be addressed as follows:

- (a) if the County, to:

Ron Harris, County Judge
Collin County Courthouse
210 S. McDonald, Suite 626
McKinney, Texas 75069

- (b) if the City, to:

or to such person at such other address as may from time to time be specified in a notice given as provided in this Section 11. In addition, notice of termination of this Agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Ron Harris
Collin County Judge
Collin County Courthouse, Suite 626
McKinney, Texas 75069

Section 12. Captions

The headings to the various sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provision of this Agreement.

Section 13. Counterparts

This Agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

Section 14. Obligations of Condition

All obligations of each party under this Agreement are conditions to further performance of the other party's continued performance of its obligation under the Agreement.

Section 15. Exclusive Right to Enforce this Agreement

The County and the City have the exclusive right to bring suit to enforce this Agreement, and no other party may bring suit, as a third-party beneficiary or otherwise, to enforce this Agreement.

Section 16. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this Agreement.

In witness whereof, the parties hereto have executed this Agreement as of the day and year first above written.

"County"
Collin County, Texas

By: _____
Ron Harris, County Judge

Date: _____

"City"
City of Parker, Texas

By: David Hammel

Date: 12/7/02



Council Agenda Item

Budget Account Code:	6440	Meeting Date:	August 2, 2011
FY 2011-2012 Budgeted Amount:	\$500	Department/ Requestor:	Police Department, Chief Fragoso
Fund Balance-before expenditure: (contract)	N/A	Prepared by:	C Smith
Term of Contract	2-years, expiring August 31, 2013	Date Prepared:	July 25, 2011
Exhibits:	1) Proposed Resolution and Agreement 2) Current Resolution 2009-279		

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-342 APPROVING A COOPERATIVE CONTRACT WITH TEXAS DEPARTMENT OF PUBLIC SAFETY.

SUMMARY

For the City to purchase intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes we must have a current contract on file before your order can be processed.

POSSIBLE ACTION

- Move to approve as written.
- Move to approve as amended.
- Move to table.

Inter – Office Use			
Approved by:	<i>Jonny Fragoso</i>		
Department Head:	<i>per Email</i>	Date:	<i>7-29-11</i>
City Attorney:	<i>per Email</i>	Date:	<i>7-29-11</i>
City Administrator:	<i>Tuffy Hays</i>	Date:	<i>7-29-11</i>

RESOLUTION 2011-342
(DPS Co-op Agreement)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR AN INTERLOCAL COOPERATION PURCHASING AGREEMENT BETWEEN THE CITY OF PARKER AND TEXAS DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the City of Parker, and Texas Department of Public Safety have entered into an Interlocal Agreement for Cooperative Purchasing;

WHEREAS, the City of Parker deems it in the best interest of the City of Parker to continue Purchasing Agreement with Texas Department of Public Safety to purchase breath testing supplies and printed material for non-DPS agencies for the benefit of the City of Parker, Texas;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council shall authorize the Mayor to execute the Interlocal Cooperation Contract, in substantially the form attached hereto for all purposes (see Exhibit A”).

SECTION 2. That this Agreement is entered into on the 2nd day of August, 2011 by and between the City of Parker and Texas Department of Public Safety.

APPROVED AND ADOPTED this 2nd day of August, 2011.

APPROVED:

Mayor Joe Cordina

ATTEST:

City Secretary Carrie Smith

APPROVED TO FORM:

City Attorney, James E. Shepherd

**INTERLOCAL COOPERATION CONTRACT
DPS, REPROGRAPHICS & DISTRIBUTION SERVICES
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999**

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local government agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: PARKER POLICE DEPARTMENT

Complete Address: 5700 E. PARKER RD - PARKER, TX 75002
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, gunshot residue kit, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time of order. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2011 and shall terminate on August 31, 2013

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

PARKER POLICE DEPT.

TEXAS DEPARTMENT OF PUBLIC SAFETY

Name of Agency

Name of Agency

By: M. J. Ingram
Authorized Signature

By: _____
Authorized Signature

CHIEF OF POLICE
Title

Title

Date: _____

Date: _____

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographic & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Inter-local Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG
TESTING SUPPLIES AND GUN SHOT RESIDUE KIT

1. Submit your request on your department letterhead as per sample letter on page 4.

This letter request must have an authorized signature and the name and phone number of a contact person.

Also, furnish exemption number if tax exempt. This letter should be addressed to DPS REPROGRAPHICS & DISTRIBUTION SERVICES, P.O.BOX 15999, AUSTIN, TEXAS 78761-5999.
2. See price list on page 3a dated 04-11. These prices will be subject to change on a periodic basis and includes shipping and handling.
3. Check or money order should be attached to the letter made out to the Department of Public Safety, Reprographics & Distribution Services and should cover any tax, if applicable.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be as listed on page 3a .

Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact

Department of Public Safety, Reprographics & Distribution Services, 512-424-5718.

NON DPS AGENCIES PRICE SHEET

This is a SAMPLE ORDER SHEET. USING YOUR LETTERHEAD, please follow this format rather than a purchase order form. These items must be PRE-PAID.

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	THP 1 OFFENSE REPORT	Pad of 100 sheets	\$ 2.50/pad	_____
_____	THP 1A SFST SCORING SHEET	Pad of 100 sheets	\$1.50/pad	_____
_____	THP/BR38 INTOXILYZER MANUAL	(Binder, Tabs & Contents)	\$7.00each	_____
_____	THP 51 STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	Pad of 100 sheets	\$ 1.50/pad	_____
_____	THP 51A AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	Pad of 100 sheets	\$1.50/pad	_____

****DIC ENGLISH AND SPANISH FORMS:** The Administration License Revocation (ALR) forms will no longer be available for purchase. These forms are available on our website at www.txdps.state.tx.us under the link for DPS forms at no cost to you. Should you be unable to download these forms, you may contact Enforcement and Compliance Services at (512) 424-2655 to provide a copy of the forms.

_____	* PBT (PORTABLE BREATH (Mouthpieces) TESTING TUBE)	1 PKG. of 25each	\$4.50/pkg.	_____
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 25each	\$4.50/Pkg.	_____
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$5.00/each	_____
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/each	_____
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/each	_____
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____
8.25% TAX (If Applicable)				_____
TOTAL AMOUNT ENCLOSED				_____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

* Municipalities and Counties must have an Interlocal Contract on file to purchase these items.

Mail orders and payment to:

REPROGRAPHICS & DISTRIBUTION SERVICES
(Formerly General Services Bureau)
P.O.BOX 15999
AUSTIN, TEXAS 78761-5999
512-424-5718

Revised (July 2011)

(3a)

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH
A. CYNTHIA LEON

July 6, 2011

To Whom It May Concern:

The Texas Department of Public Safety Inter-local Cooperation Contract will expire August 31, 2011. Enclosed is the revised contract effective September 1, 2011 through August 31, 2013.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes we must have a current contract on file before your order can be processed.

Please note an Inter-local Cooperation Contract is not required to obtain printed materials.

Sincerely,

A handwritten signature in cursive script that reads 'Lula B. Schuler'.

Lula B. Schuler, Manager,
Reprographics & Distribution Services

RESOLUTION 2009-279
(DPS Co-op Agreement)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS, AUTHORIZING EXECUTION OF A CONTRACT FOR AN INTERLOCAL COOPERATION PURCHASING AGREEMENT BETWEEN THE CITY OF PARKER AND TEXAS DEPARTMENT OF PUBLIC SAFETY.

WHEREAS, the City of Parker, and Texas Department of Public Safety have entered into an Interlocal Agreement for Cooperative Purchasing;

WHEREAS, the City of Parker deems it in the best interest of the City of Parker to continue Purchasing Agreement with Texas Department of Public Safety to purchase breath testing supplies and printed material for non-DPS agencies for the benefit of the City of Parker, Texas;

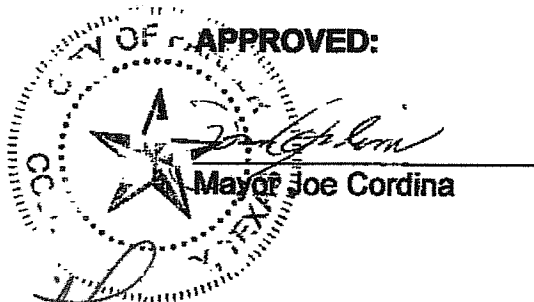
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF PARKER, COLLIN COUNTY, TEXAS:

SECTION 1. The Parker City Council shall authorize the Mayor to execute the Interlocal Cooperation Contract, in substantially the form attached hereto for all purposes (see Exhibit A").

SECTION 2. That this Agreement is entered into on the 25th day of August, 2009 by and between the City of Parker and Texas Department of Public Safety.

APPROVED AND ADOPTED this 25th day of August, 2009.

APPROVED:



ATTEST:

Carrie A. Smith
City Secretary Carrie Smith

TEXAS DEPARTMENT OF PUBLIC SAFETY

6806 N. LA MAR BLVD • BOX 4067 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



LAMAR BECKWORTH
DIRECTOR



COMMISSION
ALLAN B. POLLINSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARRI MARCY BARTH

June 22, 2009

To Whom It May Concern:

The Texas Department of Public Safety Inter-local Cooperation Contract will expire August 31, 2009. Enclosed is the revised contract effective September 1, 2009 through August 31, 2011.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, urine specimen kits or syringe transport tubes we must have a current contract on file before your order can be processed.

Please note an Inter-local Cooperation Contract is not required to obtain printed materials.

Sincerely,

Lula B. Schuler, Manager
General Services Bureau

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS

COUNTY OF TRAVIS

THIS CONTRACT is entered into by and between the Texas Department of Public Safety and the local governmental agency shown below as the Contract Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Contract Act," Government Code, Chapter 791, and in furtherance of the responsibilities of the Texas Department of Public Safety as provided in Government Code, Chapter 411.

I. CONTRACTING PARTIES

The Receiving Agency: City of Parker, Texas

Complete Address: 5700 E. Parker Rd., Parker, TX 75002
Street Address City and State Zip Code

The Performing Agency: Texas Department of Public Safety

II. STATEMENT OF SERVICE TO BE PERFORMED:

The Texas Department of Public Safety will provide, in accordance with the procedures set forth in Department rules, certain forms, manuals, and supplies for the Receiving Agency to use in the Breath Testing and Laboratory Alcohol and Drug Testing Program. The purpose and objective of this Contract is to control and establish uniform procedures, paperwork and supplies used in the above mentioned programs.

III. BASIS FOR CALCULATING COSTS:

Cost shall be in accordance with the attached document (revised price sheet).

IV. PAYMENT FOR SUPPLIES:

Receiving Agency shall submit full payment to the Department of Public Safety at the time each order materials and supplies are submitted. Payment shall be made from the Receiving Agency's current revenues.

V. TERMS OF CONTRACT:

This Contract shall become effective September 1, 2009 and shall terminate on August 31, 2011

RECEIVED

AUG 31 2009

GENERAL SERVICES

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

City of Parker, Tx
Name of Agency

By:


Authorized Signature

Mayor Joe Cordina

Title

Date: August 25, 2009

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By:


Authorized Signature

Chief of Finance

Title

Date: 9/3/09

TEXAS DEPARTMENT OF PUBLIC SAFETY
INSTRUCTION MANUAL
FOR PURCHASING
BREATH TESTING SUPPLIES AND
PRINTED MATERIAL
FOR NON-DPS AGENCIES

INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users.

The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Inter-local Cooperation Contract on file with General Services Bureau for any supply item such as mouthpieces and alcohol blood tests kits. An Inter-local Contract is not required for printed materials. Instructions for DPS purchases will be contained in the DPS supply catalog.

We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG
TESTING SUPPLIES

1. Submit your request on your department letterhead as per sample letter on page 4.

This letter request must have an authorized signature and the name and phone number of a contact person.

Also, furnish exemption number if tax exempt. This letter should be addressed to DPS GENERAL SERVICES BUREAU, P.O. BOX 15999, AUSTIN, TEXAS 78761-5999.

2. See price list on page 3a dated 08-03-09. These prices will be subject to change on a periodic basis and includes shipping and administrative cost.
3. Check or money order should be attached to the letter made out to the Department of Public Safety and should cover any tax, if applicable.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be as listed on page 3a and 3b. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact Department of Public Safety, General Services Bureau, 512-424-5718 or TEX-AN- 225-5718.

**NON DPS AGENCIES
PRICE SHEET**

This is a **SAMPLE ORDER SHEET**. USING YOUR LETTERHEAD, please follow this format rather than a purchase order form. These items must be PRE-PAID.

<u>QUANTITY</u>	<u>STOCK NO.</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICE</u>	<u>TOTAL AMOUNT</u>
_____	TLEBR07/0	TEST RECORDS	5pgs. 100/pkg	\$ 5.00/pkg	_____
_____	TLEBR38/3	INTOXILYZER MANUAL	Each (Binder, Tabs & Contents)	7.00/each	_____
_____	DIC023/3	PEACE OFFICER'S SWORN REPORT	Pad of 50 sets	2.50/pad	_____
_____	DIC023A/9	SPECIMEN ROUTING RPT.	Pad of 50 sets	2.50/pad	_____
_____	DIC024/1	DWI STATUTORY WARNING	Pad of 50 sets	2.50/pad	_____
_____	DIC025/8	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC054/8	SWORN REPORT CMV	Pad of 50 sets	2.50/pad	_____
_____	DIC055/5	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad of 50 sets	2.50/pad	_____
_____	DIC056/3	BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	Pad of 50 sets	2.50/pad	_____
_____	DIC057/1	DISQUALIFICATION NOTICE	Pad of 50 sets	2.50/pad	_____
_____	THP/1	OFFENSE REPORT	Pad of 100 sheets	1.50/pad	_____
_____	THP/1A	DWI SOBRIETY TEST	Pad of 100 sheets	1.50/pad	_____
_____	THP/51	BLOOD SPECIMEN	Pad of 100 sheets	1.50/pad	_____
_____	THP/51A	AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	Pad of 100 sheets	1.50/pad	_____
=====					
_____	* 680-24-01045-3	MOUTHPIECES	1 Ctn. of 100 each	17.50/ctn	_____
_____	* 680-93-8050	ALCOHOL BLOOD TEST KIT	1 EACH	4.00/each	_____
_____	* 680-93-8060	URINE SPECIMEN TEST KIT	1 EACH	4.50/each	_____
_____	* 475-34-7920	SYRINGE TRANSPORT TUBES	1 EACH	3.50/each	_____
					8.25% TAX (If Applicable) _____
					TOTAL AMOUNT ENCLOSED _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE!

* Municipalities and Counties must have an Inter-local Contract on file to purchase these items.
Mail orders and payment to:

D P S GENERAL SERVICES BUREAU
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
512-424-5718

Revised (08-03-09)

(3a)

**NON DPS AGENCIES
PRICE SHEET**

This is a **SAMPLE ORDER SHEET** of the D.W.I. Forms that we have available in **SPANISH**
USING YOUR LETTERHEAD, please follow this format rather than a purchase order form.
These items must be **PRE-PAID**.

<u>QUANTITY</u>	<u>STOCK NO.</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICE</u>	<u>TOTAL AMOUNT</u>
_____	DIC024S/6	DWI STATUTORY WARNING	Pad of 50 sets	\$ 2.50/pad	_____
_____	DIC025S/3	NOTICE OF SUSPENSION	Pad of 50 sets	2.50/pad	_____
_____	DIC055S/0	PEACE OFFICER STATUTORY WARNING FOR COMM. VEH.	Pad 100 sheets	2.50/pad	_____
_____	DIC057S/6	DISQUALIFICATION	Pad of 50 sets	2.50/pad	_____

8.25% TAX (If Applicable) _____

TOTAL AMOUNT ENCLOSED _____

PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

Prices include shipping and handling.

Mail orders and payments to:

D P S GENERAL SERVICES BUREAU
P.O. BOX 15999
AUSTIN, TEXAS 78761-5999
(512) 424-5718

S - A - M - P - L - E

DEPARTMENT LETTERHEAD

DATE _____

DPS General Services Bureau
P.O.Box 15999
Austin, Texas 78761-5999

Gentlemen:

Please enter our purchase order for the following Intoxilyzer Breath Testing Publication and/or supplies:

<u>QUANTITY</u>	<u>STOCK NUMBER</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>	<u>TOTAL AMOUNT</u>
5pkg	TLE BR07/0	TEST RECORDS	\$ 5.00/pkg.	\$ 25.00
1 ea.	TLEBR38/8	MANUALS	\$ 7.00/ea.	\$ 7.00
1 pad	DIC024/1	DWI STAT. WARNING	\$2.50/pad	\$ 2.50
1 pad	DIC025/8	NOTICE OF SUSPENSION	\$2.50/pad	\$ 2.50
1 pad	THP/1	OFFENSE REPORT	\$1.50/pad	\$ 1.50
6 crtn.	680-24-01045-3	MOUTH PIECES	\$17.50/crt.	\$ 105.00
TOTAL:				\$ 143.50

My tax exempt number is 1074-1950317-3. My check is enclosed.
The contact person is John Doe; Telephone number is (512) 465-8168.

Sincerely,

Joe Smith
Title _____

S - A - M - P - L - E

DEPARTMENT LETTERHEAD

DATE _____

DPS Reprographics & Distribution Services
P.O.Box 15999
Austin, Texas 78761-5999

Gentlemen:

Please enter our purchase order for the following Intoxilyzer Breath Testing Publication and/or supplies:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>	<u>TOTAL AMOUNT</u>
1 ea.	THP/BR 38 INTOXILYZER MANUALS	\$ 7.00/ea.	\$ 7.00
1 pad	THP 1 OFFENSE REPORT	\$1.50/pad	\$ 1.50
6 ctn.	ALCOHOL BLOOD TEST KITS	\$5.00 each	\$ 16.00
			<hr/>
TOTAL:			\$ 25.50

My tax exempt number is 1074-1950317-3. My check is enclosed.
The contact person is John Doe; Telephone number is (512) 465-8168.

Sincerely,

Joe Smith

Title _____



Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Secretary Smith
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: July 28, 2011
Exhibits:	1) Proposed 2011-341

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-341 APPROVING A SCHEDULE FOR PUBLIC HEARINGS AND RECORD VOTE ON PROPOSED TAX RATE.

SUMMARY

Discuss and figure the proposed tax rate and schedule for the public hearings and vote.

POSSIBLE ACTION

Move to approve as subject to a tax rate of .37708 per \$100/value.

Move to approve as amended.

Move to table.

Inter - Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Taffy Hay</i>	Date:	7-29-11

RESOLUTION 2011-341
(Proposed 2011 Tax Rate Increase)

A RESOLUTION OF THE CITY OF PARKER, SETTING A PROPOSED TAX RATE INCREASE FOR 2011; APPROVING A DATE, TIME AND LOCATION FOR ACTION; AND APPROVING A DATE, TIME AND LOCATION FOR TWO (2) PUBLIC HEARINGS ON THE PROPOSED 2011 TAX RATE INCREASE.

WHEREAS, the City of Parker City Council has found it to be in the best interest of the City to propose a 2011 Tax Rate increase;

WHEREAS, the City of Parker shall schedule a date to take action on the proposed rate; and

WHEREAS, two public hearings will be held on the proposed rates;

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

SECTION 1. The proposed 2011 Tax rates are as follows:

Maintenance and Operation Rate	.30972
Interest and Sinking Rate	.06736
Total Tax Rate	.37708 per \$100

SECTION 2. The City Council will take action on the proposed 2011 Tax Rate Increase on September 6, 2011 at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road;

SECTION 3. The City Council will hold two (2) Public Hearings at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road on the following dates:

First Public Hearing –	Tuesday, August 16, 2011
Second Public Hearing –	Monday, August 29, 2011

SECTION 4. Staff is hereby directed to publish all required public notices.

SECTION 5. This Resolution shall become effective upon its passage.

APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN COUNTY, THIS 2ND DAY OF AUGUST, 2011.

APPROVED:

Mayor Joe Cordina

ATTESTED:

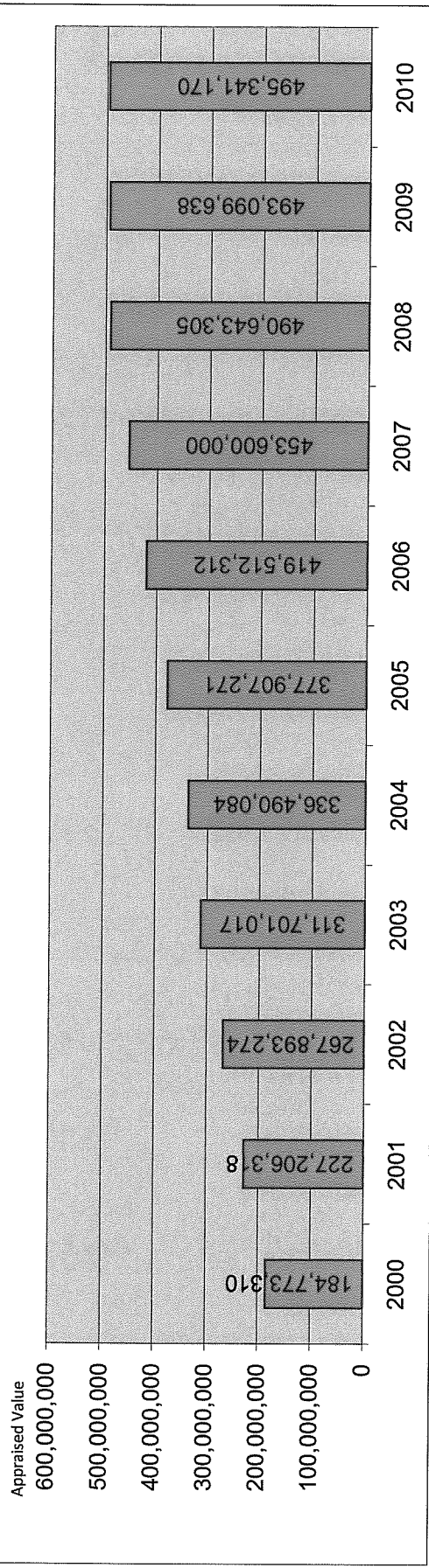
City Secretary Carrie L. Smith

APPROVED TO FORM:

City Attorney James E. Shepherd

City of Parker
10-Year
Certified Tax Values

Tax Year	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Certified Appraisal Value	100,758,772	124,212,910	148,404,150	184,773,310	227,206,318	267,893,274	311,701,017	336,490,084	377,907,271	419,512,312	453,600,000	490,643,305	493,099,638	495,341,170
Annual Increase		23.28%	19.48%	24.51%	22.96%	17.91%	16.36%	7.95%	12.31%	11.01%	8.13%	6.58%	0.50%	0.41%
Ref: www.collincad.org/certified_taxable_values														
Tax Rate	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Total	0.384	0.35	0.35	0.317	0.294	0.281	0.27	0.282	0.31	0.377	0.377	0.377	0.377	0.377
Debt	0.055	0.045	0.101	0.083	0.099	0.082	0.068	0.076	0.068	0.055	0.048	0.101	0.091	0.092
M&O	0.329	0.304	0.249	0.234	0.194	0.198	0.202	0.206	0.242	0.322	0.329	0.277	0.286	0.285
Ref Ord	427	447	463	490	512	525	546	559	579	609	619	633	645	660





Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Secretary Smith
Fund Balance-before expenditure:	Prepared by: City Secretary Smith
Estimated Cost:	Date Prepared: July 29, 2011
Exhibits:	1) Proposed Resolution 2011-340

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2011-340 SETTING A PUBLIC HEARING AND ADOPTION DATE FOR FY 2011-2012 BUDGET.

SUMMARY

POSSIBLE ACTION

- Move to approve as written.
- Move to approve as amended.
- Move to table the minutes.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Hays</i>	Date:	7-29-11

RESOLUTION 2011-340
(2011-2012 Budget Schedule)

A RESOLUTION OF THE CITY OF PARKER, APPROVING A DATE, TIME AND LOCATION FOR ACTION; AND APPROVING A DATE, TIME AND LOCATION A PUBLIC HEARING ON THE PROPOSED FY 2011-2012 BUDGET.

WHEREAS, the City of Parker shall schedule a date to take action on the proposed budget; and

WHEREAS, a public hearing on the proposed budget;

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

SECTION 1. The City Council will hold a Public Hearing at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road on September 6, 2011;

SECTION 2. The City Council will take action on the proposed budget and tax rate September 6, 2011 at 7:00 p.m. at City Hall Council Chambers, 5700 E. Parker Road;

SECTION 3. A supermajority of Council must be present September 6, 2011 Council Meeting. If not, the vote on the budget and tax rate will occur in the City Council Meeting of September 20, 2011, if a super majority of Council is present.

SECTION 4. This Resolution shall become effective upon its passage.

APPROVED BY THE CITY OF PARKER, TEXAS, COLLIN COUNTY, THIS 2nd DAY OF AUGUST, 2011.

APPROVED:

Mayor Joe Cordina

ATTESTED:

City Secretary Carrie Smith

APPROVED AS TO FORM:

City Attorney James E. Shepherd

City of Parker
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Parker will conduct a Public Hearing to consider the proposed Fiscal Year 2011-2012 Budget on Tuesday, September 6, 2011 at 7:00 p.m. at City Hall, 5700 E. Parker Road.

You have a right to attend the Public Hearing and make comments. A copy of the proposed budget is available for viewing on the city website www.parkertexas.us and is on file with the City Secretary's Office located at City Hall, 5700 E. Parker Road, Parker, Texas 75002.

Carrie L. Smith
City Secretary



Council Agenda Item

Budget Account Code:	Meeting Date: August 2, 2011
Budgeted Amount:	Department/ Requestor: City Council, Allison Sumrow
Fund Balance-before expenditure:	Prepared by: C Smith
Estimated Cost:	Date Prepared: July 25, 2011
Exhibits:	<ol style="list-style-type: none"> 1) Current Resolution 2008-230 2) Minutes from December 2, 2008 – Clarifying the approval process 3) Minutes from August 26, 2008 – adopting 2008-230

AGENDA SUBJECT

CONSIDERATION AND/OR ANY APPROPRIATE ACTION REVIEW OF RESOLUTION 2008-230 ESTABLISHING POLICY FOR MAYOR AND CITY COUNCIL TRAVEL AND EXPENSES.

SUMMARY

POSSIBLE ACTION

- Move to approve the minutes as written.
- Move to approve the minutes as amended.
- Move to table the minutes.

Inter – Office Use			
Approved by:			
Department Head:		Date:	
City Attorney:		Date:	
City Administrator:	<i>Jeff Hays</i>	Date:	7-29-11

RESOLUTION NO. 2008-230
(Establishing Policy for Mayor and City Council Travel and Expenses)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS
ESTABLISHING POLICY FOR MAYOR AND CITY COUNCIL TRAVEL AND
EXPENSE REIMBURSEMENT.**

WHEREAS, the City Council of the City of Parker, Collin County, Texas believes that continuing education for the mayor and city council are important in order to serve the residents and tax payers of the City of Parker.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PARKER, TEXAS AS FOLLOWS:

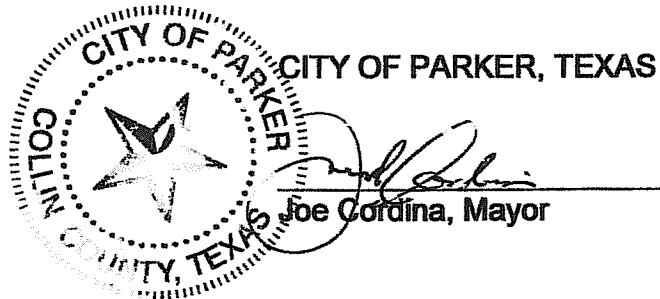
SECTION 1. Budget. The City of Parker budget for each fiscal year is to have an amount allocated within the budget for the travel expense, training and education for the mayor and city council members of the City of Parker, collectively referred to as "City Council".

SECTION 2. Education and Training. Subject to the limitations of the amount budgeted and advance approval by the City Council, members of the City Council are authorized to attend municipal training seminars or other educational activities, such as those presented by the Texas Municipal League and the North Texas Council of Governments. All training is to be specifically related to performance of city council duties. City Council members should provide an estimate of expenses to the city administrator prior to departure.

SECTION 3. Reimbursement. That reimbursement to City Council for training described in Section 2. above will be tuition and reasonable and customary expenses for transportation, lodging, and meals.

SECTION 4. Other Travel and Expenses. Expenses for all other travel, education outside the state, meetings, committees, and all other activities outside the City of Parker, and/or equipment and services, must be approved, in advance, by the Finance Chair and the Mayor Pro Tem. In the event the request is by the Finance Chair or Mayor Pro Tem, the Mayor will be requested to substitute in place of the Finance Chair, or Mayor Pro Tem.

DULY RESOLVED AND ADOPTED by the City Council of the City of Parker, Texas, on this the 26th day of August, 2008.



ATTEST:


Carrie Smith, City Secretary

APPROVED AS TO FORM:


James E. Shepherd, City Attorney

No Comments.

INDIVIDUAL CONSIDERATION ITEMS

4. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON THE MEETING MINUTES FOR THE NOVEMBER 18, 2008 CITY COUNCIL MEETINGS.

This item was tabled to the 12/9/2008 meeting to allow the City Secretary time to make amendments to Item 4.

5. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON AMENDING RESOLUTION 2008-230, MAYOR AND CITY COUNCIL REIMBURSEMENT POLICY.

City Secretary asked for clarification on the intent of Resolution 2008-230.

Councilmember Marshall stated the intent is:

Section 2. Advance Approval by the Council is completed in the budget.

Section 4. Is for non-customary expenses and training outside the state.

This resolution is not to micro-manage the expenses, but to have a control measure for non-customary expenses.

No action was taken on this item.

6. CONSIDERATION AND/OR ANY APPROPRIATE ACTION APPROVING A BANK DEPOSITORY AGREEMENT WITH AMERICAN NATIONAL BANK OF TEXAS.

The city advertised and opened bids on November 24th. The committee has met and selected American National Bank, the charges and fees are actually better than our current contract.

MOTION: Councilmember Marshall motioned to approve Resolution 2008-249. Mayor Pro-tem Threadgill seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voting for. Motion carried 5-0.

7. CONSIDERATION AND/OR ANY APPROPRIATE ACTION ON RESOLUTION 2008-247 APPROVING THE CITY INVESTMENT POLICY.

The Investment Committee has been working to update the Investment Policy to add all amendments. Changes include page 13 a holding period, additional insurance for collateral, a glossary of terms.

MOTION: Councilmember Marshall motioned to approve Resolution 2008-247. Councilmember Sumrow seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voting for. Motion carried 5-0.

Mayor Cordina closed the public hearing at 7:54 p.m.

8. CONSIDERATION AND/OR ACTION ON AN AMENDMENT TO RESOLUTION 2008-232A, PARADE ROAD CLOSURES AND DATES.

MOTION: Councilmember Levine motioned to approve Resolution 2008-232A providing for the necessary road closures and traffic diversion as may be necessary for the participants in the Nastia Liukin parade. Councilmember Evans seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voted for. Motion carried 5-0.

9. CONSIDERATION AND/OR ACTION ON AN AGREEMENT WITH THE PLANO I.S.D. FOR THE USE OF BUSES FOR THE PARADE.

No action taken, it was decided buses would not be needed.

10. CONSIDERATION AND/OR ACTION ON APPOINTING A PARADE COMMITTEE AND SUMMARY ACTION REPORT ON PARADE FOR NASTIA LIUKIN.

MOTION: Mayor Pro-tem Threadgill motioned to officially appoint Annette Stone, Patti Cordina, Jim Threadgill and Joe Cordina as the Parade Committee. Councilmember Marshall seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans and Levine voting for Motion carried 5-0.

11. CONSIDERATION AND/OR ACTION ON RESOLUTION 2008-228 APPROVING AN INTERLOCAL COOPERATION AGREEMENT FOR EMERGENCY MEDICAL SERVICE COALITION AGREEMENT.

City Attorney Shepherd has a number of concerns regarding liability issues with the agreement; however, he noted there is not a history of problems and the cost is good.

MOTION: Councilmember Evans motioned to approve Resolution 2008-228. Councilmember Sumrow seconded with Councilmembers Marshall, Sumrow, Threadgill and Evans voting for. Councilmember Levine opposed. Motion carried 4-1.

12. CONSIDERATION AND/OR ACTION ON RESOLUTION 2008-230 APPROVING A POLICY FOR REIMBURSEMENT FOR CITY COUNCIL EXPENSES.

Councilmember Sumrow requested a change to Section 4 to read, "equipment and services".

MOTION: Councilmember Marshall motioned to approve resolution 2008-230 as amended. Mayor Pro-tem Threadgill seconded with Councilmember's Marshall, Sumrow, Threadgill, Evans, and Levine voting for. Motion carried 5-0.