



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**

**211 N. HENRY STREET, LANCASTER, TEXAS**

**Monday, March 12, 2012 – 7:00 P.M.**



**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: MAYOR MARCUS E. KNIGHT**

**PROCLAMATION: TYGER WILLIAMSON**  
**STATE WINNER ARBOR DAY POSTER CONTEST**

**CITIZENS' COMMENTS:** (At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)

**EXECUTIVE SESSION:**

1. The City Council shall convene into closed executive session pursuant to:
  - A. Section § 551.072 of the TEXAS GOVERNMENT CODE to deliberate the purchase, exchange, lease, or value of real property north of Pleasant Run Road, east of Houston School Road and south of IH-20; and
  - B. Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the evaluation and duties of a public officer or employee, to-wit: the City Manager.

**ACTION:**

2. Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.

**CONSENT AGENDA:** (Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.)

- 3C. Consider approval of minutes from the City Council Regular Meeting held February 27, 2012.

- 4C. Consider Resolution 2012-03-27 approving the terms and conditions of an amended Best Southwest Interlocal Agreement by and between the cities of Lancaster, Cedar Hill, Duncanville, DeSoto, and Midlothian, to add the cities of Red Oak and Venus for the cooperative purchase of goods and services.
- 5C. Consider Resolution 2012-03-28 approving the terms and conditions of an Interlocal Agreement by and between the City of Frisco and the City of Lancaster for the cooperative purchase of goods and services.
- 6C. Consider Resolution 2012-03-29 approving the terms and conditions of an Interlocal Agreement by and between the Harris County Department of Education and the City of Lancaster for the cooperative purchase of goods and services.
- 7C. Consider an ordinance designating a portion of Jefferson Street as a No Parking Zone at any time on any day on either side from the point of its intersection with Wintergreen Road to the point of its intersection with Pleasant Run Road in the City of Lancaster.

**PRESENTATIONS:**

Presentation of service plaque honoring former District 5 Councilmember Clyde C. Hairston and acknowledgements from other dignitaries.

**ADJOURNMENT**

*A reception honoring former Mayor Pro Tem and District 5 Councilmember, Clyde C. Hairston, will immediately follow adjournment. The public is welcome to join us for the reception.*

**EXECUTIVE SESSION:** The Council reserves the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the TEXAS GOVERNMENT CODE to seek legal advice concerning such subject.

**ACCESSIBILITY STATEMENT:** The Municipal Center is wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

**Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on March 8, 2012 @ 5:00pm and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



Dolle K. Downe, TRMC  
City Secretary



## NOTICE OF SOCIAL FUNCTION

LANCASTER CITY COUNCIL

MUNICIPAL CENTER LOBBY AND  
COUNCIL CHAMBERS

211 N. HENRY STREET, LANCASTER, TEXAS



**Monday, March 12, 2012**

**(Reception will immediately following adjournment of  
the Regular Council Meeting held on March 12, 2012.)**

The City of Lancaster will host a reception for former Mayor Pro Tem and District 5 City Councilmember, Clyde C. Hairston, immediately following adjournment of the March 12, 2012 regular council meeting.

All residents and other interested persons are welcome to attend.

Notice is hereby given that members of the Lancaster City Council, in numbers which may constitute a quorum, may be in attendance at this reception. There will be no deliberation, nor will there be any formal action taken at this reception.

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### Certificate

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Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
**Agenda Communication for**  
**March 12, 2012**

**1**

AG12-001

**The City Council shall convene into closed executive session  
pursuant to:**

**A. Section § 551.072 of the TEXAS GOVERNMENT CODE to deliberate the purchase, exchange, lease, or value of real property north of Pleasant Run Road, east of Houston School Road and south of IH-20; and**

**B. Section § 551.074 (a)(1) of the TEXAS GOVERNMENT CODE to deliberate the evaluation and duties of a public officer or employee, to-wit: the City Manager.**

Executive session matters.

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** March 1, 2012



**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 12, 2012

**2**

AG12-002

**Reconvene into open session. Consider and take appropriate action(s), if any, on closed/executive session matters.**

**Background**

This agenda item allows City Council to take action necessary, if any, on item(s) discussed in Executive Session.

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** March 1, 2012

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 12, 2012

**3**

AG12-003

**Consider approval of minutes from the City Council Regular Meeting held February 27, 2012.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held February 27, 2012

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
March 1, 2012

## **MINUTES**

### **LANCASTER CITY COUNCIL MEETING OF FEBRUARY 27, 2012**

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on February 27, 2012 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski  
Marco Mejia  
James Daniels [elected Mayor Pro Tem]  
Deputy Mayor Pro Tem Nina Morris  
*Council District 5 vacant*

#### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Dori Lee, Human Resources Director  
Ed Brady, Economic Development Director  
Larry Flatt, Police Chief  
Thomas Griffith, Fire Chief  
Clovia English, Public Works Director  
Cami Loucks, Library Director  
Mark Divita, Airport Manager  
Dolle Downe, City Secretary  
Robert E. Hager, City Attorney

#### **Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on February 27, 2012.

#### **Invocation:**

Mayor Marcus E. Knight gave the invocation.

#### **Pledge of Allegiance:**

Councilmember Mejia led the Pledge of Allegiance.

#### **Citizens Comments:**

Joe Smith, 2609 Princeton, commented that it is the first Monday he has had off in awhile and he wanted to take the opportunity to compliment the Council and City staff for the sidewalks on Wintergreen Road; stated that it is good for the kids to have a safe place to walk; also commented that the high school basketball play-off game is Tuesday night and encouraged everyone to support the Lancaster team.

James Lewis, 818 Katy Street, commented that bullying is at an all time high and he thinks it is getting worst; said that Council had bullied him when a house was bulldozed against a court order; expressed concerns about people's safety when parking on Jefferson Street and crossing the street to attend 9-man football games, saying he has previously warned the City about this danger; he played a recorded message about his concerns regarding the parking situation on Jefferson.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Regular Meeting held February 13, 2012 and Special Meeting held February 20, 2012.
- 2C. Consider Resolution 2012-02-16 accepting the 2011 Racial Profiling Analysis Annual Report for the Lancaster Police Department.
- 3C. Consider Resolution 2012-02-17 amending the Master Fee Schedule, Article 16.000 Airport Fees, to provide a rate for a community hangar rental.
- 4C. Consider Resolution 2012-02-18 approving the terms and conditions of the Lot 9 Ground Lease at the Lancaster Regional Airport.
- 5C. Consider Resolution 2012-02-19 approving the terms and conditions of the City owned T-hangar non-commercial lease from building 670 at the Lancaster Regional Airport.
- 6C. Consider Resolution 2012-02-20 authorizing the City Manager to extend Stage 2 activation of the City of Lancaster Water Conservation and Drought Contingency and Water Emergency Response Plan by 120 days through June 8, 2012 as required by the Wholesale Treated Water contract between the City of Dallas and the City of Lancaster.
- 7C. Consider Resolution 2012-02-21 ordering a General Election for the election of a mayor at-large and a Special Election for the election of one councilmember for District 5 to fill an unexpired term ending May 2013 to be held on Saturday, May 12, 2012; providing for the publication and posting of notice; and providing for early voting dates, times and locations.  
  
*Considere Resolución 2012-02-21 ordenando una elección general para la elección de un alcalde en general y una elección especial para la elección de un miembro del concejo para llenar un término vigente que finaliza en mayo de 2013 para distrito 5 que se celebrará el 12 de mayo de 2012; que contempla la publicación y publicación de la notificación; proveyendo fechas de votación temprana, tiempos y lugares.*
- 8C. Consider Resolution 2012-02-22 approving the terms and conditions of a Joint Election Contract and Election Services Agreement with Dallas County Elections to conduct a municipal General Election for the election of a mayor at-large and a Special Election for the election of one councilmember for District 5 to fill an unexpired term to be held on Saturday, May 12, 2012.

***Considera Resolución 2012-02-22 aprobando los términos y condiciones de un contrato elección conjunta y contrato elecciones de servicios con el condado de Dallas elección para llevar a cabo una elección general municipal para la elección de un alcalde en general y elección especiales para la elección de un concejal de distrito 5 para llenar un término vigente que se celebrará el sábado, 12 de mayo 2012.***

- 9C. Consider Resolution 2012-02-23 approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and the County of Dallas to resell tax foreclosed properties struck off to the City of Lancaster as trustee.**
- 10C. Consider Resolution 2012-02-24 approving the resale, by the County of Dallas, of five (5) residential tax foreclosed properties struck off to the City of Lancaster.**

Councilmember Jaglowski pulled consent item 1C.

**MOTION:** Councilmember Mejia made a motion, seconded by Councilmember Daniels, to approve consent items 2C - 10C. The vote was cast 6 for, 0 against.

Councilmember Jaglowski noted that in the minutes of the Special Meeting held February 20, 2012, his name had been omitted from the list of councilmembers in attendance and he was present. City Secretary Downe concurred.

**MOTION:** Councilmember Jaglowski made a motion, seconded by Deputy Mayor Pro Tem Morris, to amend the minutes of the Special Meeting held February 20, 2012 to add his name as present at the Special Meeting and to approve the remainder of the February 20, 2012 minutes as written. The vote was cast 6 for, 0 against.

- 11. Discuss and consider Resolution 2012-02-25 suspending the March 6, 2012 effective date of Atmos Energy Corp., Mid-Tex Division, requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with Atmos Cities Steering Committee and other cities in the Atmos Mid-Tex service area to hire legal and consulting service and to negotiate with the company and direct any necessary litigation and appeals; and requiring reimbursement of cities' rate case expenses.**

City Manager Mauldin Robertson outlined the request to suspend the effective date of the Atmos Mid-Tex requested rate change to allow time for the rate request to be studied by the Atmos Cities Steering Committee.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Mejia, to approve Resolution 2012-02-25 suspending the March 6, 2012 effective date of Atmos Energy Corp., Mid-Tex Division, requested rate change. The vote was cast 6 for, 0 against.

- 12. Discuss and consider an ordinance amending the Rolling Meadows Public Improvement District Five Year Service Plan, as adopted by Ordinance No. 2011-08-20, as hereby amended by increasing the Rolling Meadows Public Improvement District Five Year Service Plan for fiscal year 2011/2012 by a total of \$2,988.**

Mayor Knight announced that Councilmember Jaglowski has recused himself from discussion and action on item 12. An Affidavit of Conflict of Interest was filed with the City Secretary prior to the start of the meeting. Councilmember Jaglowski left the Council Chambers.

City Manager Mauldin Robertson stated that the Rolling Meadows Public Improvement District Board voted to hire Vision Communities Management, Inc. as the community's management company resulting in necessary modification to the previously adopted Service Plan. The net result reduces the PID fund balance and requires action by the Council.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Mejia, to approve an ordinance amending the Rolling Meadows Public Improvement District Five Year Service Plan by increasing the Rolling Meadows Public Improvement District Five Year Service Plan for fiscal year 2011/2012 by a total of \$2,988. The vote was cast 5 for, 0 against [Jaglowski recused].

Following the vote, Councilmember Jaglowski returned to his seat in the Council Chambers.

- 13. Discuss and consider Resolution 2012-02-26 approving the terms and conditions of an Interlocal Agreement by and between the City of Lancaster and North Central Texas Council of Governments and a certain marketing services agreement with Utility Service Partners Private Label, Inc. doing business as Service Line Warranties of America to license the use of the City of Lancaster trademark in conjunction with advertisement to the City's residents of warranty plans for repair of water and sewer lines on residential property.**

City Manager Mauldin Robertson stated that the Service Line Warranty Program is an option that could be offered to water and sewer customers that would help cover unexpected costs of sewer and water line repairs from a property owner's structure to the City's main; she further noted that it is not a City program, but would allow the use of the City's logo.

Councilmember Mejia commented that this program is an optional insurance program to cover sewer and water line repairs and noted that the City plans to waive the 12% revenue-sharing option and instead reduce citizens' monthly premium costs by 12%.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Councilmember Mejia, to approve Resolution 2012-02-26 approving the terms and conditions of an Interlocal Agreement with North Central Texas Council of Governments and a marketing services agreement with Utility Service Partners Private Label, Inc. doing business as Service Line Warranties of America to license the use of the City of Lancaster trademark in conjunction with advertisement to the City's residents of warranty plans for repair of water and sewer lines on residential property with a customer monthly premium reduction of 12%. The vote was cast 5 for, 1 against [Daniels].

**14. Consider election of a Mayor Pro Tempore.**

Mayor Knight stated that with Clyde Hairston's resignation, under the City's Home Rule Charter, it is necessary to elect a new Mayor Pro Tem.

Councilmember Weaver nominated Marco Mejia. Councilmember Jaglowski nominated James Daniels. A roll call vote was cast 3 [Jaglowski, Knight, Daniels] for James Daniels, 2 [Weaver, Mejia] for Marco Mejia and 1 abstention [Morris]. James Daniels will serve as Mayor Pro Tempore until elections are made for the Mayor Pro Tempore and Deputy Mayor Pro Tempore positions following the May 12, 2012 municipal election as prescribed by the City's Home Rule Charter.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Mayor Pro Tem Daniels, to adjourn. The vote was cast 6 for, 0 against.

The meeting was adjourned at 7:20 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 12, 2012

**4**

AG12-004

**Consider a resolution approving the terms and conditions of an amended Best Southwest Interlocal Agreement by and between the cities of Lancaster, Cedar Hill, Duncanville, Desoto and Midlothian, to add the cities of Red Oak and Venus for the cooperative purchase of goods and services.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government**

**Background**

Council approved an Interlocal Agreement in April 1999 between the cities of Cedar Hill, DeSoto, Duncanville, Lancaster, and Midlothian. The entities have participated in a local purchasing cooperative, commonly referred to as the *Best Southwest Cooperative*, sharing many contracts for goods and services amongst the group.

This amendment is requested to add the cities of Red Oak and Venus. The amendment has been approved by participants except for Lancaster. Once all parties have approved the amendment, Red Oak and Venus will be able to participate and share contracts for goods and services among each other and comply with all pertinent State of Texas statutes.

**Considerations**

- **Operational** – An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement.

All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract.

Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.



- **Legal** – The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.
- **Financial** – The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.
- **Public Information** - There are no public information requirements.

**Options/Alternatives**

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution and direct staff.

**Recommendation**

Staff recommends that City Council approve the resolution amending the Interlocal Agreement to add Red Oak and Venus.

**Attachments**

- Resolution
- Interlocal Agreement

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent

**Date:** February 20, 2012

**RESOLUTION NO. 2012-03-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AMENDED BEST SOUTHWEST INTERLOCAL AGREEMENT DATED APRIL 1999 BY AND BETWEEN THE CITIES OF LANCASTER, CEDAR HILL, DUNCANVILLE, DESOTO, AND MIDLOTHIAN, TO ADD THE CITIES OF RED OAK AND VENUS FOR THE COOPERATIVE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; DESIGNATING THE CITY'S PURCHASING AGENT AS THE OFFICIAL REPRESENTATIVE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the cooperative agreement; and

**WHEREAS**, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

**SECTION 1.** That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens is hereby in all things approved.

**SECTION 2.** That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to execute said agreement.

**SECTION 3.** That the City Council of the City of Lancaster, Texas hereby designates the Purchasing Agent as the official representative.

**SECTION 4.** That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 5.** That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 6.** That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 12<sup>th</sup> day of March 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

STATE OF TEXAS                   §  
  §  
COUNTIES OF DALLAS         §  
AND ELLIS                       §

## **INTERLOCAL COOPERATION AGREEMENT**

This Agreement is by and among the City of Cedar Hill, Texas ("CEDAR HILL"), the City of Duncanville, Texas ("DUNCANVILLE"), the City of Lancaster, Texas ("LANCASTER"), the City of DeSoto, Texas ("DESOTO"), the City of Midlothian, Texas ("MIDLOTHIAN"), the City of Red Oak, Texas ("RED OAK") and the City of Venus, Texas ("VENUS") (collectively referred to as the "PARTIES") acting by and through their authorized officers.

### **RECITALS:**

**WHEREAS**, this AGREEMENT is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

**WHEREAS**, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

**WHEREAS**, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

**WHEREAS**, the PARTIES desire to enter into a Cooperative Purchasing program which will allow each party to purchase goods and services from vendors under contracts made by one or more of the PARTIES herein pursuant to Subchapter F, Chapters 271 of the TEX. LOC. GOV'T CODE; and

**WHEREAS**, each party that purchases goods and services pursuant to this AGREEMENT shall pay for such goods and services from current revenues available to such party;

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained herein, the PARTIES agree as follows:

### **ARTICLE I PURPOSES**

1. The purpose of this AGREEMENT is to establish a Cooperative Purchasing Program among the PARTIES which will allow each party to individually purchase goods and services from vendors under a contract made pursuant to this AGREEMENT. The purpose of this AGREEMENT is to allow individual parties to purchase goods and services from current bids and/or contracts established by any party to this AGREEMENT. All bids and/or contracts established by any party to this AGREEMENT shall be awarded in compliance with the procedure and requirements for competitive bidding and proposals in Chapter 252, Texas Local Government Code.

### **ARTICLE II WITHDRAWAL OF PARTY**

2. Any party may withdraw and terminate its participation under this AGREEMENT by providing thirty (30) days prior written notice to each of the other PARTIES. In the event of withdrawal of a party, this AGREEMENT shall continue in full force and effect so long as there are at least two or more parties to this AGREEMENT.

### **ARTICLE III ADDITIONAL PARTIES**

3. Additional units of local government including counties, municipalities, special districts, school districts, junior colleges, regional planning commissions or other political subdivisions of the State may become a party to this AGREEMENT and thereby participate in the Cooperative Purchasing Program established herein by an appropriate amendment to this AGREEMENT approved by the governing body of each of the PARTIES.

#### **ARTICLE IV TERMINATION**

4. This AGREEMENT may be terminated with the mutual written consent of all parties.

#### **ARTICLE V PURCHASING COMMITTEE**

5. It is hereby established a Purchasing Committee (the "COMMITTEE") consisting of the person responsible for the purchasing function for each party or other person designated by each party to act under the direction of, and on behalf of, that party in all matters relating to the Cooperative Purchasing Program established herein. The COMMITTEE may adopt rules and procedures for the conduct of its business in the furtherance of the Cooperative Purchasing Program.

6. The COMMITTEE on an annual or other basis as determined by the COMMITTEE from time to time shall determine the goods or services that are subject to the Cooperative Purchasing Program established herein.

7. The COMMITTEE shall develop terms and conditions to be incorporated in the advertisement for competitive bids and for contracts awarded pursuant to this Cooperative Purchasing Program including but not limited to the following:

- a. Each party to this AGREEMENT shall be entitled to individually purchase goods or services directly from the vendor by making payments directly to the vendor;
- b. Each party shall be entitled to individually order or request the goods and services separately and be separately invoiced by the vendor;
- c. Each party that purchases goods or services from a vendor shall be liable only for the goods or services ordered and received by such party;
- d. The purchase of goods or services from a vendor pursuant to a contract awarded under the Cooperative Purchasing Program does not create any joint or concurrent liability for any party that does not purchase such goods or services; and
- e. Any dispute or claim arising between or among the vendor and any party hereto which purchases goods or services from such vendor shall be the sole responsibility of and be resolved by that individual party and the vendor.

8. No party hereto shall be responsible for a vendor's compliance with the provisions relating to the quality of items and terms of delivery, such being the sole responsibility of the party (or parties) purchasing goods or services directly from a vendor awarded a contract pursuant to this Cooperative Purchasing Program.

9. Nothing in this AGREEMENT shall prevent any party from advertising for and awarding contracts for goods or services separate and apart from this Cooperative Purchasing Agreement, nor shall any party be obligated to purchase goods or services from a contract awarded pursuant to this AGREEMENT.

10. Each party shall through their designated representative cooperate to provide a program for the purchase of goods and services commonly utilized by the PARTIES, and under such program may purchase goods or services from vendors under present and future contracts with any party hereto.

11. Each party will enter into individual contracts with the vendors under the Cooperative Purchasing Program provided under this AGREEMENT. Each party shall be individually responsible for payment directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such individual contracts.

## ARTICLE VI RELEASE AND INDEMNIFICATION

12. Each party hereto waives all claims against, releases, and otherwise holds the other PARTIES, their officials, officers, agents and employees in both their public and private capacities, harmless from any and all liability, claims, suits, demands, losses, damages, attorney's fees (including all expenses of litigation or settlement), or causes of action of any kind which may arise by reason of an injury to or death of any person or for a loss of, damage to, or loss of use of any property arising out of or in any way related to this AGREEMENT and/or the Cooperative Purchasing Program, including any acts or omissions of the PARTIES' respective officials, officers, agents or employees, relating to or arising out of the performance of this AGREEMENT, except when any such claim or demand arises or results from the intentional tort and/or gross negligence of any party hereto. In the event any claim or demand arises out of or results from the intentional tort and/or gross negligence of a party hereto, then in that event, the party guilty of such intentional tort and/or gross negligence shall indemnify and hold harmless the other PARTIES who are innocent of any intentional tort or gross negligence of and from all liability, claims, suits, demands, losses, damages and attorney's fees resulting from the intentional tort and/or gross negligence.

13. In the event of a claim or case which subjects the PARTIES to joint liability and which does not result or arise from the intentional tort and/or gross negligence of any party hereto, it is the agreement of the PARTIES that each shall be responsible for one-seventh (1/7) of the payment of any and all liability, claims, suits, demands, losses, damages and attorney's fees, including all costs of litigation or settlement. Under such circumstances, in no event shall any party hereto be liable for damages other than for one-seventh (1/7) of such cost.

14. It is expressly understood and agreed that, in the execution of this AGREEMENT, no party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this AGREEMENT, the PARTIES do not create any obligations, expressed or implied, other than those set forth herein, and this AGREEMENT should not create any rights in any parties not signatory hereto.

## ARTICLE VII MISCELLANEOUS

15. **Relationship of Parties:** This AGREEMENT is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

16. **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

17. **Severability:** In the event any one or more of the provisions contained in this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.

18. **Governing Law:** The validity of this AGREEMENT and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this AGREEMENT shall be in the State District Court of Dallas County, Texas.

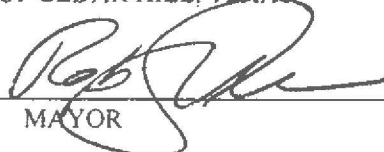
19. **Entire Agreement:** This AGREEMENT represents the entire agreement among the parties with respect to the subject matter covered by this AGREEMENT. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this AGREEMENT.

20. **Recitals:** The recitals to this AGREEMENT are incorporated herein.

21. **Counterparts:** This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED this 7<sup>th</sup> day of November, 2011

CITY OF CEDAR HILL, TEXAS

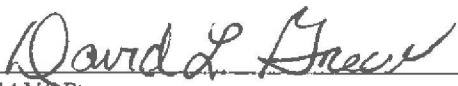
By:   
MAYOR

ATTEST:

By:   
CITY SECRETARY

EXECUTED this 13<sup>th</sup> day of February, 2012

CITY OF DUNCANVILLE, TEXAS

By:   
MAYOR

ATTEST:

By:   
CITY SECRETARY

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_,

CITY OF LANCASTER, TEXAS


By: \_\_\_\_\_  
Opal Mauldin Robertson, City Manager

ATTEST:

By: \_\_\_\_\_  
CITY SECRETARY

EXECUTED this 7<sup>th</sup> day of February 2012

CITY OF DESOTO, TEXAS

By:   
MAYOR

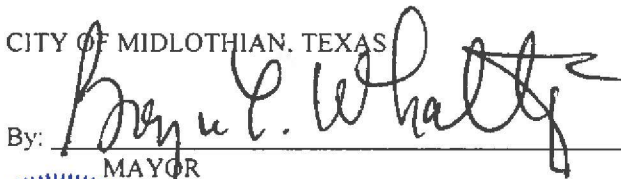
ATTEST:

By:   
CITY SECRETARY



EXECUTED this 14<sup>th</sup> day of SEPTEMBER, 2010

CITY OF MIDLOTHIAN, TEXAS

By:   
MAYOR

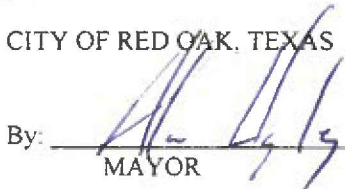
ATTEST:

By:   
CITY SECRETARY



EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_.

CITY OF RED OAK, TEXAS

By:   
MAYOR

ATTEST:

By: \_\_\_\_\_  
CITY SECRETARY




EXECUTED this 20 day of August, 2010

CITY OF VENUS, TEXAS

By:   
MAYOR

ATTEST:

By: 

CITY SECRETARY

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
March 12, 2012

**5**

AG12-005

**Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between City of Frisco, Texas, and the City of Lancaster for the cooperative purchase of goods and services.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government**

**Background**

Staff requests approval of an Interlocal Agreement with the City of Frisco for the purpose of purchasing items in a cost effective and expeditious manner. Each product or service has been bid and awarded based on Texas statutes.

**Considerations**

- **Operational** – An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement.

All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract.

Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.

- **Legal** – The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.

- **Financial** – The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.
- **Public Information** - There are no public information requirements.

**Options/Alternatives**

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution and direct staff.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Interlocal Agreement

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent

**Date:** February 20, 2012

**RESOLUTION NO. 2012-03-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FRISCO AND THE CITY OF LANCASTER FOR THE COOPERATIVE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; DESIGNATING THE CITY'S PURCHASING AGENT AS THE OFFICIAL REPRESENTATIVE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the cooperative agreement; and

**WHEREAS**, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

**SECTION 1.** That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.

**SECTION 2.** That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to execute said agreement.

**SECTION 3.** That the City Council of the City of Lancaster, Texas hereby designates the Purchasing Agent as the official representative.

**SECTION 4.** That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 5.** That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 6.** That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 12<sup>th</sup> day of March 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## INTERLOCAL AGREEMENT

This agreement made and entered into this 12<sup>th</sup> day of March 2012, by and between the **City of Frisco** (hereinafter called "THIS GOVERNING BODY") and other local government entities, as defined under § 791.003 of Texas Governmental Code, **Interlocal Cooperation Contracts**, (hereinafter called "THE CITY OF LANCASTER") each acting by and through its duly authorized officials.

WHEREAS, THIS GOVERNING BODY and THE CITY OF LANCASTER are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and THE CITY OF LANCASTER wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and THE CITY OF LANCASTER may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and THE CITY OF LANCASTER through the anticipated savings to be realized and is of mutual concern to the contracting parties; and

WHEREAS, THIS GOVERNING BODY and THE CITY OF LANCASTER have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein, THIS GOVERNING BODY and THE CITY OF LANCASTER agree as follows:

1. THIS GOVERNING BODY and THE CITY OF LANCASTER may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and THE CITY OF LANCASTER shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and THE CITY OF LANCASTER shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto; and

6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. Miscellaneous Provisions.

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

If to Frisco, to:           City Manager  
                                   City of Frisco  
                                   6101 Frisco Square Blvd.  
                                   Frisco, Texas 75034

If to Lancaster, to:       City Manager  
                                   City of Lancaster  
                                   211 North Henry  
                                   Lancaster, TX 75146

- b. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.
- c. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- d. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- e. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- f. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- g. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or

principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

- h. Sovereign Immunity. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

**EXECUTED** hereto on the day and year first above written.

**THE CITY OF LANCASTER, Texas:**

**THIS GOVERNING BODY: City of Frisco, Texas**

\_\_\_\_\_  
Opal Mauldin Robertson, City Manager

\_\_\_\_\_  
George Purefoy, City Manager

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Jenny Page, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**STATE OF TEXAS           §**  
**COUNTY OF DALLAS       §**

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 20\_\_, by Opal Mauldin Robertson, City Manager of the City of Lancaster, Texas.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**STATE OF TEXAS           §**  
**COUNTY OF COLLIN       §**

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 20\_\_, by **George Purefoy**, City Manager for the City of Frisco, Texas.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas



# LANCASTER CITY COUNCIL

Agenda Communication for  
March 12, 2012

6

AG12-006

**Consider a resolution approving the terms and conditions of an Interlocal Agreement by and between the Harris County Department of Education (HCDE) and the City of Lancaster for the cooperative purchase of goods and services.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government**

## **Background**

Staff requests approval of an Interlocal Agreement with the Harris County Department of Education (HCDE) for the purpose of purchasing items in a cost effective and expeditious manner. HCDE operates Choice Facility Partners which is a cooperative agency. Each product or service has been bid and awarded based on Texas statutes.

## **Considerations**

- **Operational** – An Interlocal Agreement allows staff to utilize other agencies' formal bid contracts. Each entity's formal bid process meets the requirements set forth in the statutes, including advertising, M/WBE participation, reference checks, verification of insurance and bonding, if required by specifications, and any other requirement.

All legal requirements are verified by the Purchasing Agent prior to recommendation or use of a contract.

Use of cooperative contracts allows Purchasing to meet the needs of the City departments on a timely basis through the use of contracts that are in place. These contracts save time associated with issuing bids or in obtaining quotes. Additionally, savings is achieved through aggregate volumes either through joint bidding opportunities or by addressing the cooperative language within the specifications to the vendors.

- **Legal** – The use of cooperative agreements is in accordance with Section 791.001 of the Texas Government Code and 271.101 of the Texas Local Government Code.

- **Financial** – The use of cooperative bids through Interlocal Agreements provides a savings to the City, both in funding and time by allowing staff to use contracts that have already been bid by another entity.
- **Public Information** - There are no public information requirements.

**Options/Alternatives**

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution and direct staff.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Interlocal Agreement

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent

**Date:** February 20, 2012

**RESOLUTION NO. 2012-03-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE HARRIS COUNTY DEPARTMENT OF EDUCATION (HCDE) AND THE CITY OF LANCASTER FOR THE COOPERATIVE PURCHASE OF GOODS AND SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; DESIGNATING THE CITY'S PURCHASING AGENT AS THE OFFICIAL REPRESENTATIVE; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lancaster, Texas, pursuant to the authority granted under Section 791 of the Texas Government Code and Section 271 of the Texas Local Government Code, desires to participate in the cooperative agreement; and

**WHEREAS**, the City Council of the City of Lancaster, Texas, is of the opinion that participation in the agreement will be highly beneficial to the taxpayers through the efficiencies and potential savings to be realized;

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

**SECTION 1.** That the terms and conditions of the Interlocal Agreement, attached hereto and incorporated herein by reference as Exhibit "A", having been reviewed by the City Council of the City of Lancaster and found to be acceptable and in the best interests of the City of Lancaster and its citizens are hereby in all things approved.

**SECTION 2.** That the City Council of the City of Lancaster, Texas hereby authorizes the City Manager to execute said agreement.

**SECTION 3.** That the City Council of the City of Lancaster, Texas hereby designates the Purchasing Agent as the official representative.

**SECTION 4.** That any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 5.** That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 6.** That this Resolution shall take effect immediately from and after its passage, and it is duly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Lancaster, Texas, on this the 12<sup>th</sup> day of March 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**Municipality Master Service Interlocal Contract  
Between Harris County Department of Education  
& City of Lancaster**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of Lancaster ("CITY"), located in Dallas County, Texas, for the purpose of providing services.

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.
2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
    - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
    - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.
  - B. **CITY agrees to:**
    - Participate in any or all of the services that HCDE has to offer.
    - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
    - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.
4. As is. HCDE makes this Contract available to HCDE participating entities “as is” and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.
  5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
  6. Conflict of Interest. During the Term of HCDE’s service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY’s own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
  7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.
  8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
 Attn: John E. Sawyer, Ed.D.  
 County School Superintendent  
 6300 Irvington Blvd.  
 Houston, Texas 77022  
 713-694-6300

City of Lancaster  
 Attn: Opal Mauldin Robertson  
 Title: City Manager  
 Address 1: PO Box 940  
 Address 2: Lancaster, TX 75146  
 Phone: 972-218-1304  
 Email: orobertson@lancaster-tx.com

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY’s agents.
10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.
11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
  - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
  - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
  - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the following programs and/or services with no charge from HCDE: Choice Facility Partners (CFP), Gulf Coast Food Cooperative, Purchasing Cooperative, Drug Testing Services and Fuel Cooperative.

The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.
15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.
16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

City of Lancaster  
Name of City

Harris County Department of Education

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

Opal Mauldin Robertson  
Printed Name

John E. Sawyer, Ed.D.

City Manager  
Title

County School Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# LANCASTER CITY COUNCIL

Agenda Communication for  
March 12, 2012

7

AG12-007

**Consider an ordinance designating a portion of Jefferson Street as a No Parking Zone at any time on any day on either side from the point of its intersection with Wintergreen Road to the point of its intersection with Pleasant Run Road in the City of Lancaster.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Healthy, Safe and Vibrant Neighborhoods**

## **Background**

When the new football field was added to the City of Lancaster park property located in the area west of Jefferson Street (a north-south street) and south of Veteran's Memorial Parkway (a west-east street), eight (8) "No Parking At Any Time" signs were erected along the west side of Jefferson Street from the point of its intersection with Wintergreen Road going south to the point along the road just past the new football field to prevent cars from parking on the grassy areas of the park property during game events. Vehicles have heeded the no parking signs and have avoided parking on the west side of Jefferson Street during game events.

Jefferson Street is a two-lane asphalt road with no improved shoulders on either side of the road. The road carries moderate traffic volume which increases when there is a game at the football field. The right-of-way area along either side of the road has drainage ditches that help move water out of the area.

It is staff's recommendation that vehicles not be allowed to park on either side of Jefferson Street from the point of its intersection with Wintergreen Road to the point of its intersection with Pleasant Run Road in the city.

An ordinance designating this section of Jefferson Street as "No Parking At Any Time" on either side of the road has been prepared for Council consideration. If approved by Council, appropriate "No Parking At Any Time" signage will be placed on Jefferson Street between Wintergreen Road and Pleasant Run Road.

## **Considerations**

- **Operational** –Six of the eight existing "No Parking At Any Time" signs on the west side of this section of Jefferson Street will be re-spaced to extend the no parking prohibition to Pleasant Run Road. The remaining two signs will be combined with



four new "No Parking At Any Time" signs and erected on the east side of Jefferson Street between Wintergreen Road and Pleasant Run Road.

- **Legal** – The City Attorney has reviewed and approved as to form the attached ordinance.
- **Financial** – An estimated total of 12 signs and poles will be needed to have 6 signs on each side of Jefferson Street between Wintergreen Road and Pleasant Run Road. Because we already have 8 signs and poles that will be re-spaced, we will only need to add four (4) more signs and poles at an approximate cost of \$188.
- **Public Information** – There are no public information requirements.

#### **Options/Alternatives**

1. City Council may approve the ordinance as presented.
2. City Council may reject the ordinance and direct staff.

#### **Recommendation**

Staff recommends approval of the ordinance as presented.

#### **Attachments**

- Ordinance

**Prepared and submitted by:**  
Clovia English, Director of Public Works

**Date:** February 21, 2012

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LANCASTER TEXAS, DESIGNATING A PORTION OF JEFFERSON STREET AS A NO PARKING ZONE AT ANY TIME ON ANY DAY ON EITHER SIDE FROM THE POINT OF ITS INTERSECTION WITH WINTERGREEN ROAD TO THE POINT OF ITS INTERSECTION WITH PLEASANT RUN ROAD IN THE CITY; PROVIDING FOR THE INSTALLATION OF SIGNS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lancaster is authorized to regulate traffic in a manner that does not conflict with the Texas Transportation Code; and

**WHEREAS**, with respect to a street or highway under the jurisdiction of the City and in the reasonable exercise of its police power, the City may designate no parking zones to regulate the flow of traffic, to prohibit impediment of safety to pedestrians, parking on city streets and highways; and

**WHEREAS**, the City is authorized to erect and maintain traffic control devices, including signs, which designate an area as a no parking zone; and,

**WHEREAS**, the City has determined that the health, safety and welfare requires that no parking zones be established on a portion of Jefferson Street;

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

**SECTION 1.** Unlawful to Park on Designated Portion of Jefferson Street

It shall be unlawful, after erection or designation of appropriate signage, for any person to leave, stand, or park any motor vehicle at any time on any day on either side of Jefferson Street from the point of its intersection with Wintergreen Road to the point of its intersection with Pleasant Run Road in the city.

**SECTION 2.** Signs or Markings

It shall be the duty of the City Manager or his/her designee to erect appropriate signs or mark curbs giving notice of the no parking regulation described herein; and such regulation shall not be effective unless such signs or markings are in place and are visible to ordinarily observant persons.

**SECTION 3.** Severability

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

**SECTION 4. Repealer**

That all ordinances of the City of Lancaster in conflict with the provisions of this ordinance hereby be and the same are hereby repealed and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5. Penalty**

That any person violating any of the provisions of this ordinance or failing to comply with the no parking signs erected in conformance with this ordinance shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Lancaster, Texas, shall be punished by a fine of not less than one dollar (\$1.00) nor more than two hundred dollars (\$200.00) for each offense.

**SECTION 6. Effective Date**

That this ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, on this the 12<sup>th</sup> day of March 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney