



Post Office Box 9010 Addison, Texas  
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5300 Belt Line Road  
(972) 450-7000 Fax: (972) 450-7043

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## AGENDA

### REGULAR MEETING OF THE CITY COUNCIL

AND / OR

### WORK SESSION OF THE CITY COUNCIL

7:30 PM

JULY 26, 2011

TOWN HALL

ADDISON TOWN HALL 5300 BELT LINE ROAD

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### REGULAR MEETING

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#### **Pledge of Allegiance**

Item #R1- Announcements and Acknowledgements regarding Town and Council Events and Activities

Introduction of Employees

Discussion of Events/Meetings

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Item #R2- Consent Agenda.

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#2a- Approval of Minutes for the July 7, 2011 Special Council

Meeting.

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#2b- Approval of Minutes for the July 12, 2011 Regular Council Meeting.

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#2c- Approval of Minutes for the July 19, 2011 Special Council Meeting.

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Item #R3- Discussion and consideration of appointments to the Addison Bond Committee.

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Item #R4- Discussion regarding a potential municipal bond program.

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Item #R5 City Council consideration and approval authorizing the City Manager to execute the revised Dallas County Agreement for Mutual Aid and the revised Agreement for Automatic Assistance with City of Dallas.

Attachment(s):

1. Agreement for Automatic Aid - City of Dallas
2. Dallas County Mutual Aid Agreement

Recommendation:

Staff recommends that the Council authorize the City Manager to execute the Agreement for Mutual Aid with the representative Dallas County jurisdictions and to execute the Agreement for Automatic Assistance with the City of Dallas.

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Item #R6- Discussion regarding fiscal year 2011-2012 budget.

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Item #R7 Consideration and approval of revisions to the Tuition Reimbursement Policy #4.08 of the Town of Addison Employee Handbook.

Attachment(s):

1. Tuition Reimbursement Policy
2. Tuition Policy Historical Costs

Recommendation:

Staff recommends approval.

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Item #R8- Discussion regarding the May 2012 municipal election.

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Adjourn Meeting

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Posted:

Lea Dunn, 7/22/2011, 5:00 PM

**THE TOWN OF ADDISON IS ACCESSIBLE TO PERSONS WITH DISABILITIES. PLEASE CALL (972) 450-2819 AT LEAST 48 HOURS IN ADVANCE IF YOU NEED ASSISTANCE.**

## Council Agenda Item: #R 2a

**AGENDA CAPTION:**

Approval of Minutes for the July 7, 2011 Special Council Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[July 7 minutes](#)

Type:

Cover Memo

**OFFICIAL ACTIONS OF THE ADDISON CITY  
COUNCIL  
SPECIAL MEETING AND WORK SESSION**

July 7, 2011

5:30 PM - Town Hall

VISIT ADDISON FLEX SPACE, VILLAGE ON THE PARKWAY, 5100  
BELT LINE ROAD, SUITE 400, DALLAS, TX 75254

Lea Dunn, 7/01/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Absent:

Resnik

Item #S1 - Discussion regarding a potential municipal bond program.

There was no action taken.

Item #S2 - Discussion and consideration of adopting a Resolution amending Resolution R11-004 regarding the creation of an Addison Bond Committee and appointment of citizens to serve as members of the committee.

John Hill of Cowles and Thompson spoke regarding this item.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow

Voting Nay: None

Absent: Resnik

Item #S3 - Discussion of Metrocrest Chamber lease of Visit Addison.

There was no action taken.

\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn

## Council Agenda Item: #R 2b

**AGENDA CAPTION:**

Approval of Minutes for the July 12, 2011 Regular Council Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[July 12 minutes](#)

Type:

Cover Memo

**OFFICIAL ACTIONS OF THE ADDISON CITY  
COUNCIL  
WORK SESSION**

July 12, 2011

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Upstairs Conference Room

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

**Work Session**

Item #WS1 - Utility Fund presentation and discussion regarding proposed 2011-2012 budget.

Randy Moravec and Nancy Cline spoke regarding this item.

There was no action taken.

\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn

# OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL REGULAR MEETING

July 12, 2011

6:00 PM - Town Hall

Addison Town Hall, 5300 Belt Line, Dallas, TX 75254

Lea Dunn, 7/8/2011, 5:00 pm

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

## REGULAR MEETING

Item #R1 - Announcements and Acknowledgements regarding Town and Council Events and Activities

The following employees were introduced:

Darin Jones, Fire Department

Gregg Caravella, Police Department

Juan Gutierrez, Streets Department

There was no action taken.

Item #R2 - Consent Agenda

#2a - Approval of Minutes for the June 28, 2011 Regular Council Meeting.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,

Resnik

Voting Nay: None

#2b - Approval of a change order totaling \$27,158.00 for additional excavation and landscaping by Elite Landscape related to the Redding Trail Extension and George H.W. Bush Elementary School site improvements.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R3 - Acknowledgement of the Government Finance Officers Association Distinguished Budget Presentation Award to the Town of Addison for the fiscal year beginning October 1, 2010.

Mayor Meier, Randy Moravec and Lea Dunn spoke regarding this item.

There was no action taken.

Item #R4 - PUBLIC HEARING Discussion and consideration of approval regarding an resolution affirming the Town's participation in the Texas Enterprise Zone Program and nominating Mary Kay Inc., as an Enterprise Project.

Orlando Campos and Monte Moore with Pricewaterhouse Coopers spoke regarding this item.

A motion to Approve was made by Councilmember Roger Mellow.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,

Resnik

Voting Nay: None

Item #R5 - Discussion regarding Metrocrest Leadership Class XXIII.

There was no action taken.

Item #R6 - Presentation, discussion and consideration of approval of an Ordinance amending the Town's Code of Ordinances by amending section 70-33 of the said code relating to standard specifications for paving and drainage construction and drainage criteria governing the construction, paving and drainage aspects of all streets, roads and alleys in the town, subject to final review by the City Attorney.

Ordinance 011-043 was approved.

Clay Barnett spoke regarding this item.

A motion to Approve was made by Councilmember Neil Resnik.

The motion was seconded by Councilmember Kimberly Lay.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R7 - Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 1.2 with North Texas Contracting, Inc., in the amount of \$55,935.50 and a deduction of two (2) calendar days for the construction of Spring Valley Road (a portion of the Spring Valley Road/Vitruvian Way Extension project).

Clay Barnett spoke regarding this item.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Bruce Arfsten.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R8 - Presentation, discussion and consideration of approval to authorize the City Manager to execute Change Order No. 2.2 with North Texas Contracting, Inc., in the amount of \$10,107.59 for the construction of certain public infrastructure (including streets and water lines, and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1E, and a portion of the Spring Valley Road/Vitruvian Way Extension project).

Clay Barnett spoke regarding this item.

A motion to Approve was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #R9 - Presentation, discussion and consideration of approval to authorize the City Manager to execute a Supplemental Agreement to the Agreement for Professional Services with Icon Consulting Engineers, Inc. for an amount not to exceed \$109,500 for additional services related to the design of certain public infrastructure (including park, streetscape and other public infrastructure improvements) within that area of the Town generally known as Vitruvian Park (Vitruvian Park Public Infrastructure Phase 1C).

Clay Barnett spoke regarding this item.

A motion to Approve was made by Councilmember Bruce Arfsten.

The motion was seconded by Councilmember Roger Mellow.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow,  
Resnik

Voting Nay: None

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Mayor-Todd Meier

Attest:

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City Secretary-Lea Dunn

## Council Agenda Item: #R 2c

**AGENDA CAPTION:**

Approval of Minutes for the July 19, 2011 Special Council Meeting.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

N/A

**RECOMMENDATION:**

N/A

**COUNCIL GOALS:**

N/A

**ATTACHMENTS:**

Description:

[July 19 minutes](#)

Type:

Cover Memo

# OFFICIAL ACTIONS OF THE ADDISON CITY COUNCIL SPECIAL MEETING AND WORK SESSION

July 19, 2011

5:30 PM - Town Hall

Visitor Services Offices, Village on the Parkway, 5100 Belt Line Road,  
Suite 430, Dallas, TX 75254

Lea Dunn, 7/15/2011, 5:00 PM

Council Members Present:

Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Absent:

None

Item #S1 - Discussion regarding a potential municipal bond program.

There was no action taken.

Item #S2 - Discussion and consideration of appointments to the  
Addison Bond Committee.

Councilmember Resnik appointed the following people to the Addison  
Bond Committee:

Paul Walden	Resident	14806 Le Grande Drive
Jim Keyes	Non-Resident	5907 Gladeside Court

Councilmember Mellow appointed the following people to the Addison  
Bond Committee:

Cathy Ways	Resident	4104 Rush Circle
Skip Robbins	Resident	14770 Maiden Court
Fred Silver	Resident	3822 Canot Lane
Lorrie Semler	Resident	14821 Le Grande Drive
Ted Bernstein	Resident	3875 Weller Run Court

Deputy Mayor Pro Tempore Lay appointed the following people to the Addison Bond Committee:

Sharon Aston     Resident     14711 Sherlock Drive

Kursad Dogru     Resident     14613 Vintage Lane

Mayor Meier appointed the following people to the Addison Bond Committee:

Mary Carpenter     Resident     4006 Winter Park Lane

Rick Witherspoon     Resident     3891 Lakeview Court

Brian Nelson     Resident     15830 Quorum Drive

Councilmember Arfsten appointed the following people to the Addison Bond Committee:

Mary Jo Cater     Resident     17043 Vinland Drive

Neil Hewitt     Resident     3756 Park Place

A motion to was made by Councilmember Blake Clemens.

The motion was seconded by Councilmember Neil Resnik.

The motion result was: Passed

Voting Aye: Arfsten, Clemens, DeFrancisco, Lay, Meier, Mellow, Resnik

Voting Nay: None

Item #S3 - Discussion regarding Council roles and responsibilities.

There was no action taken.

\_\_\_\_\_  
Mayor-Todd Meier

Attest:

\_\_\_\_\_  
City Secretary-Lea Dunn



## **Council Agenda Item: #R6**

### **AGENDA CAPTION:**

City Council consideration and approval authorizing the City Manager to execute the revised Dallas County Agreement for Mutual Aid and the revised Agreement for Automatic Assistance with City of Dallas.

### **FINANCIAL IMPACT:**

None

### **BACKGROUND:**

The Town of Addison is currently signatories on existing interlocal agreements for fire and emergency services mutual aid with the represented local jurisdictions within Dallas County and a separate stand alone agreement with the City of Dallas. The existing Agreement for Mutual Aid with the represented Dallas County jurisdictions was executed in March of 1984 and the current Agreement for Automatic Assistance with the City of Dallas was executed in January of 1992 and last revised in June of 2000.

The Dallas County Fire Chiefs Association working closely with the local jurisdictions and representation from local city attorneys updated and revised the Agreement for Mutual Aid. The Dallas Fire Chiefs Association is requesting execution of this agreement with the 29 represented fire protection jurisdictions within Dallas County. In concert with this county revision; the City of Dallas has revised their Agreement for Automatic Assistance with the four local jurisdictions surrounding their city and requesting execution of the revised agreement.

There is no significant fire and emergency services operational changes or revisions associated with either agreement. The city attorney has reviewed the terms and language of both agreements.

### **RECOMMENDATION:**

Staff recommends that the Council authorize the City Manager to

execute the Agreement for Mutual Aid with the representative Dallas County jurisdictions and to execute the Agreement for Automatic Assistance with the City of Dallas.

**COUNCIL GOALS:**

Provide Superior Public Safety, Customer Service, Social and Health Services to the Community

**ATTACHMENTS:**

Description:

- [Agreement for Automatic Aid - City of Dallas](#)
- [Dallas County Mutual Aid Agreement](#)

Type:

- Cover Memo
- Backup Material

**AGREEMENT FOR AUTOMATIC ASSISTANCE  
BETWEEN THE CITY OF DALLAS AND THE TOWN OF ADDISON**

THIS AGREEMENT FOR AUTOMATIC ASSISTANCE (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Cities of Dallas and The Town of Addison, hereinafter referred to as "Dallas" and "Addison," (respectively, or, collectively the "cities"), both of which are Texas municipal corporations; and each acting herein through their duly authorized officials.

WITNESSETH:

WHEREAS, this Agreement serves to maximize cooperation between the cities and promote a stronger homeland security effort through regionalism as promulgated by the Department of Homeland Security; and

WHEREAS, the governing officials of the cities, political subdivisions of the State of Texas and the United States of America, desire to secure for each such entity the benefits of automatic assistance in the protection of life and property from fire and other disasters;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of an emergency condition in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number and amount of water rescue equipment and personnel, fire fighting equipment and/or emergency medical equipment or personnel of both parties shall be dispatched, to such point where the emergency condition exists in order to assist in the protection of life and property subject to the conditions hereinafter stated. For the purposes of this Agreement, "emergency condition" shall include any condition requiring water rescue, fire protection or emergency medical services, inclusively.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Dallas Fire-Rescue Department and the Chief of the Town of Addison Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised or amended at any time by mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to emergency conditions confronting either party's forces at the time of need for assistance under this Agreement.

b. In fulfilling their obligations provided for in this Agreement, both parties shall comply with the procedures set forth in the Memorandum of Understanding, to be attached hereto and made part hereof for all purposes upon its completion and execution by the Chiefs.

3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. THE ASSIGNMENT OF LIABILITY UNDER THIS AGREEMENT IS INTENDED TO BE DIFFERENT THAN LIABILITY OTHERWISE ASSIGNED UNDER TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a). INSTEAD, LIABILITY, IF ANY, SHALL BE AS SET OUT IN THIS AGREEMENT, AS PROVIDED BY TEXAS GOVERNMENT CODE SECTION 791.006, SUBSECTION (a1). EACH PARTY SHALL BE RESPONSIBLE FOR ANY LIABILITY RESULTING FROM ITS ACTIONS OR OMISSIONS REGARDLESS OF WHICH PARTY WOULD HAVE BEEN RESPONSIBLE, IN THE ABSENCE OF THIS AGREEMENT, FOR FURNISHING THE SERVICES PROVIDED. THIS PROVISION IS FOR THE BENEFIT OF THE PARTIES AND IS NOT INTENDED TO CREATE A THIRD-PARTY CAUSE OF ACTION OR WAIVE ANY IMMUNITIES OR DEFENSES AVAILABLE TO THE PARTIES.

4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. It is understood and agreed that both parties have heretofore entered into an "Agreement for Mutual Aid in Disaster Assistance." Costs incurred pursuant to the Agreement for Mutual Aid in Disaster Assistance shall be governed under the terms of that agreement. Personnel who are assigned, designated or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same wage, salary, pension, and all other compensation and rights for the performance of such duties, including injury or death benefits, and Workmen's Compensation benefits, as though the service had been rendered within the limits of entity where he or she is regularly employed. Moreover, all medical expenses, wage and disability payments, except for those payments each party is required to pay under the Interlocal Cooperation Act cited above, pension payments, damage to equipment and clothing, and expenses of travel, food, and lodging shall be paid by the entity in which the employee in question is regularly employed.

5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, be owned by it; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be paid

firefighters of the fire department of the party where they are regularly employed or members of an organized volunteer fire department which normally renders firefighting services of the party which sends the forces of equipment.

6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used by the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.

7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of the Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the course and scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed. However, in situations where the other party may be liable, in whole or in part, for the payment of damages, then the other party may intervene in such cause of action to protect its interests.

8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other parties hereto.

9. It is understood and agreed that both parties have heretofore entered into an "Agreement for Mutual Aid in Disaster Assistance". However, as to any mutual assistance between the parties arising out of the occurrence of an emergency condition in the areas described in the Memorandum of Understanding, the conditions and obligations of this Agreement shall take precedence over the conditions and obligations of all other agreements. For the purposes of the Agreement for Mutual Aid in Disaster Assistance, the resources necessary for parties to meet obligations under this Agreement are unavailable.

10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition occurred.

11. In case one or more of the provisions contained in this Agreement shall be for any reason 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.

12. This Agreement is made for each respective fire department as automatic assistance pursuant to the Texas Government Code, chapter 418, commonly referred to as the Disaster Act of 1975; and nothing in this Agreement is intended to limit the availability of benefits to each party's personnel under Texas Government Code Chapter 615, as amended, and as it may be amended in the future.

13. Effective date of this Agreement shall be on the last date of the signature of any party hereto. Any prior Agreement for Automatic Assistance between the parties shall be terminated and superseded on the effective date of this Agreement

EXECUTED by the City of Dallas and Town of Addison, each respective governmental entity acting by and through its City Manager or other duly authorized official in the manner required by each respective city's Charter, or otherwise as required by law, on the date herein below specified.

TOWN OF ADDISON  
TOWN MANAGER

CITY OF DALLAS  
MARY K. SUHM  
City Manager

\_\_\_\_\_  
DATE: \_\_\_\_\_

BY \_\_\_\_\_  
Assistant City Manager  
DATE: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_  
Town Attorney of Addison

APPROVED AS TO FORM:  
THOMAS P. PERKINS, JR.  
City Attorney

\_\_\_\_\_

BY \_\_\_\_\_  
Assistant City Attorney *dx*

STATE OF TEXAS

§  
§  
§

**AGREEMENT FOR MUTUAL AID**

COUNTY OF DALLAS

This Mutual Aid Agreement (“Agreement”) is entered into by and between the undersigned Participating Local Governments of the State of Texas acting by and through their duly authorized officials. The undersigned Participating Local Governments and any and all other Participating Local Governments of the State of Texas adopting this Agreement upon a formal order of their respective governing bodies as provided herein may be referred to in this Agreement individually as “Party” and collectively as “Parties”.

**RECITALS:**

**WHEREAS**, the Parties recognize the vulnerability of the people and communities located within the counties and political subdivisions to damage, injury, and loss of life and property resulting from emergencies, disasters and/or civil emergencies and recognize that such incidents may present equipment and personnel requirements beyond the capacity of each individual Party; and

**WHEREAS**, the Parties to this Agreement recognize that Mutual Aid has been provided in the past and have determined that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of emergencies; and

**WHEREAS**, the governing officials of the Parties desire to secure for each Party the benefits of Mutual Aid for the protection of life and property in the event of an Emergency, Disaster and/or Civil Emergency; and

**WHEREAS**, the Parties wish to make suitable arrangements to provide Mutual Aid in response to emergencies, disasters and/or civil emergencies and are so authorized and make this Agreement pursuant to Texas Government Code Chapter 791 (“Interlocal Cooperation Act”); Texas Government Code Chapter 418; and, Texas Statewide Mutual Aid System of the Emergency Management Chapter, also known as the Texas Disaster Act of 1975;

**WHEREAS**, the Parties recognize that this Agreement would allow for better coordination of effort between the Parties, would provide that adequate equipment and personnel are available, and would help ensure that Mutual Aid is accomplished in the minimum time possible in the event of an Emergency, Disaster or Civil Emergency and thus desire to enter into this Agreement to provide Mutual Aid; and

**WHEREAS**, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plan adopted pursuant thereto, is furnished in accordance with the “Texas Disaster Act” and other applicable provisions of law and, except as otherwise provided by law, that the responsible local official in whose jurisdiction an incident requiring Mutual Aid has occurred shall remain in charge at such incident including the direction of such personnel and equipment provided him/her through the operation of such Mutual Aid plans;

**NOW, THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

## **Article I Definitions**

As used throughout this Agreement, the following terms listed below will have the following meanings:

**Agreement** shall mean this Agreement for Mutual Aid.

**Civil Emergency** shall mean any natural or manmade disaster or emergency that causes or could cause substantial harm to the population or infrastructure. This term can include a “major disaster” or “emergency” as those terms are defined in the Stafford Act, as amended, as well as consequences of an attack or a national security emergency. Where federal assistance is needed to supplement state and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Fire Chief** shall mean the Fire Chief, or his/her designee.

**Disaster** shall mean the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.

**Emergency** shall mean any occurrence, or threat thereof, which results in substantial injury or harm to the population, or damage to or loss of property.

**Mutual Aid** shall mean, but is not limited to, such resources as facilities, equipment, services, supplies, and personnel.

**Mutual Aid Master Plan** shall mean a written operational plan approved by the Dallas County Fire Chiefs to establish predetermined assignments for participating agencies for emergency responses and nonemergency responses to provide fill-ins.

**NIMS (National Incident Management System)** shall mean a system designed to enable effective and efficient domestic incident management by integrating a combination of facilities, equipment, personnel, procedures and communications operating within a common organization structure, designed to enable effective and efficient domestic incident management. Under NIMS is ICS (Incident Command System).

**Operational Period** shall mean a period of time beginning at the time of the request for Mutual Aid and lasting for twenty-four (24) hours.

**Party or Parties** shall mean the local governmental entity(ies) that are signatories to and have agreed to adopt this Mutual Aid Agreement.

**Responding Local Government Entity (Responding Party)** means a local governmental entity providing mutual aid assistance in response to a request under this Agreement, *i.e.* furnishing equipment, supplies, facilities, services and/or personnel to the Requesting Party.

**Requesting Local Government Entity (Requesting Party)** shall mean a local governmental entity requesting mutual aid assistance under this Agreement for emergency work resulting from a fire, Emergency, Civil Emergency or Disaster within its legal jurisdiction.

## **Article II Term**

This Agreement shall become effective as to each Party on date of adoption as indicated on the signature page for each Party and shall continue in force and remain binding on each and every Party for twelve (12) months from the effective date. This Agreement shall renew automatically for a period of one year upon the completion of the initial term and each subsequent term unless and until such time as the governing body of a Party terminates its participation in this Agreement pursuant to Article IV of this Agreement. Termination of participation in this Agreement by a Party or Parties shall not affect the continued operation of this Agreement between and among the remaining Parties.

## **Article III Participation by additional Local Government Entities**

Any local government entity may participate in the Agreement with the approval of the Dallas County Fire Chiefs Association as recommended by the Mutual Aid Committee. Each participating local government entity will be required to approve and agree to the terms and conditions of this Agreement. The participation of additional participating local government entities shall not require the approval of other participating local government entities.

## **Article IV Termination**

Any Party may at any time by resolution or notice given to all the other Parties decline to participate in the provision of Mutual Aid. The governing body of a Party shall, by resolution, give notice of termination of participation in this Agreement and submit a certified copy of such resolution to all other Parties. Such termination shall become effective not earlier than thirty (30) days after the filing of such notice. The termination by one or more of the Parties of its participation in this Agreement shall not affect the operation of this Agreement as between the other Parties hereto.

## **Article V Activation of Agreement**

5.1 The request for assistance under this Agreement may be activated by a determination by the Fire Chief of the Party having jurisdiction that the incident, Emergency, Disaster or imminent threat of an Emergency or Disaster is such that local capabilities are or are predicted to be exceeded.

5.2 The request for assistance under this Agreement shall continue, whether or not a local Disaster declaration or state of Civil Emergency is active, until the services of the Responding Party are no longer required or the Responding Party determines that its resources are needed within its own jurisdiction and officially recalled.

## **Article VI Procedures for Requests and Provision of Mutual Aid**

6.1 Methods of Requesting Mutual Aid. The Fire Chief of the Requesting Party may request Mutual Aid assistance under this Agreement by one of the three following methods:

- (1) Orally communicating a request for Mutual Aid under this Agreement to Dallas Fire Rescue Communications as specified in the Mutual Aid Master Plan;
- (2) Orally communicating a direct request for Mutual Aid to a Party using established local written procedures; or,
- (3) Orally communicating a direct request for Mutual Aid to any Party.

6.2 Criteria for Requesting Mutual Aid. Mutual Aid shall not be requested by a Party unless it is directly related to the Emergency, Disaster or Civil Emergency and resources available from the normal responding agencies are deemed to be inadequate, or are predicted to be expended prior to resolution of the situation. All requests for Mutual Aid must be transmitted by the Fire Chief of the Requesting Party.

6.3 Mutual Aid Service Functions. The types of Mutual Aid emergency service functions that may be requested under this Agreement include, but are not limited to, fire, search and rescue, fire inspection, fire engineer services, emergency communications, arson and fire investigation, planning and information assistance, mass care, special rescue, hazardous materials, explosive ordinance disposal, command and control, resource support, emergency medical services, mass casualty, health and other medical services.

6.4 Assessment of Availability of Resources and Ability to Render Assistance. When contacted by a Requesting Party, the Fire Chief of the Responding Party agrees to assess local resources to determine availability of personnel, equipment and other assistance based on current or anticipated needs. All Parties shall render assistance to the extent personnel, equipment and resources are deemed available. No Party shall be required to provide Mutual Aid unless it

determines that it has sufficient resources to do so, based on current or anticipated events within its own jurisdiction.

6.5 Supervision and Control. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Responding Party will be under the operational control of the Requesting Party. These response operations shall be NIMS (National Incident Management System) compliant as well as being organized and functioning within an Incident Command System (ICS), Unified Command System (UCS). Direct supervision and control of personnel, equipment and resources and personnel accountability shall remain with the designated supervisory personnel of the Responding Party. The designated supervisory personnel of the Responding Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Responding Party; and, shall report work progress to the Requesting Party. The Responding Party's personnel and other resources shall remain subject to recall by the Responding Party at any time, subject to reasonable notice to the Requesting Party.

6.6 Food, Housing and Self-Sufficiency. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Responding Party from the time of their arrival at the designated location to the time of their arrival back at the responding party's home department. However, Responding Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the Emergency or Disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.

6.7 Communications. Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Responding Party and the Requesting Party. Responding Party personnel should be prepared to furnish their own communications equipment sufficient only to maintain communications among their respective operating units, if it is practicable.

6.8 Rights and Privileges. Personnel who are assigned, designated or ordered by proper authority to perform duties pursuant to this Agreement shall continue to receive the same wages, salary, pension, and other compensation and benefits for the performance of such duties, including injury or death benefits, disability payments, and workers' compensation benefits, as though the service had been rendered within the limits of the jurisdiction where the personnel are regularly employed. Moreover, all medical expenses, wage and disability payments, pension payments, damage to equipment and clothing shall be paid by the Participating Local Government in which the employee in question is regularly employed.

6.9 Duration of Deployment. The Responding Party shall be released by the Requesting Party when the services of the Responding Party are no longer required or when the Fire Chief of the Responding Party determines, in his/her sole discretion, that further assistance should not be provided.

6.10 Common Jurisdictional Boundaries. In areas where common jurisdictional boundaries exist, it is understood that accurate determination of jurisdiction may not be possible

upon receipt of the alarm. In such cases, it is deemed appropriate and in the best interest of the public for the entity receiving the alarm to dispatch its forces and render aid at the scene of the emergency until an accurate determination of jurisdictional responsibility can be made and if the outside responding entity is properly relieved by the entity having jurisdiction. Under the conditions described in this Section, the terms and condition of this Agreement shall be in effect just as though a request for Mutual Aid had been initiated.

## **Article VII Cost Limitation**

A Requesting Party shall not be required to reimburse a Responding Party for costs incurred during the first Operational Period as defined in Article I of this Agreement. A Requesting Party shall be required to reimburse a Responding Party for costs incurred after the first Operational Period.

## **Article VIII Insurance**

8.1 Workers' Compensation Coverage. Each Party shall be responsible for its own actions and those of its employees and is responsible for complying with the Texas Workers' Compensation Act.

8.2 Automobile Liability Coverage. Each Party shall be responsible for its own actions and is responsible for complying with the Texas motor vehicle financial responsibility laws.

8.3 Liability. To the extent permitted by law and without waiving sovereign immunity, each Party shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance rendered or performed pursuant to the terms and conditions of this Agreement. Each Party agrees to obtain general liability and public official's liability insurance, if applicable, or maintain a comparable self-insurance program.

8.4 Other Coverage: The Responding Party shall provide and maintain its standard packages of medical and death benefit insurance coverage while its personnel are assisting the Requesting Party.

## **Article IX Waiver of Claims Against Parties; Immunity Retained**

Each Party hereto waives all claims against the other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of

itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

## **Article X Expending Funds**

Each Party that performs services or furnishes aid pursuant to this Agreement shall do so with funds available from current revenues of the Party. No Party shall have any liability for the failure to expend funds to provide aid hereunder.

## **Article XI Miscellaneous**

11.1 Entirety: This Agreement contains all commitments and agreements of the Parties with respect to the Mutual Aid to be rendered hereunder during or in connection with an Emergency, Disaster and/or Civil Emergency. No other oral or written commitments of the Parties with respect to Mutual Aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 11.2 below.

11.2 Other Mutual Aid Agreements. This Agreement is not intended to replace local mutual aid agreements and local jurisdictions are encouraged to develop local agreements with each other for Mutual Aid in emergency, disaster and/or civil emergency situations and it is agreed that, to the extent there is a conflict between this Agreement and any other such Mutual Aid agreement, the provisions of this Agreement shall be superior to any such individual or previously adopted Mutual Aid Agreement(s) or contract(s).

11.3 Interlocal Cooperation Act. The Parties agree that Mutual Aid in the context contemplated herein is a “governmental function and service” and that the Parties are “local governments” as that term is defined herein and in the Interlocal Cooperation Act, Texas Government Code Chapter 791.

11.4 Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.5 Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.

11.6 Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

11.7 Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

11.8 Notice. Any notice required or permitted between the Parties must be in writing, addressed to the attention of each respective Fire Chief, and shall be delivered in person, or certified mail, return receipt requested, or may be transmitted by facsimile (fax) transmission.

11.9 Governing Law and Venue. The laws of the State of Texas shall govern this Agreement. In the event of an Emergency or Disaster physically occurring within the geographical limits of only one county that is a Party hereto, venue shall lie in the county in which the Emergency or Disaster occurred. In the event of an Emergency or Disaster physically occurring in more than one county that is a Party hereto, venue shall be determined in accordance with the Texas Rules of Civil Procedure.

11.10 Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

11.11 Signatories. The City of Dallas shall be the official repository of original signature pages of the Parties to this Agreement and will maintain an up-to-date list of those Parties. Each Party will retain a copy of its own originally signed document with an additional individual signature page from that City to be filed with the City of Dallas under this Agreement.

***(Signature pages to follow)***

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Addison, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Balch Springs, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Carrollton, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Cedar Hill, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Cockrell Hill, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Coppell, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Dallas, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of DeSoto, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Duncanville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Farmers Branch, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Garland, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Glen Heights, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Grand Prairie, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Highland Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Hutchins, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Irving, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Lancaster, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Lewisville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Mesquite, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Plano, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Richardson, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Rowlett, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Sachse, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Sunnyvale, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of University Park, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**City of Wilmer, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Dallas County, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**Dallas-Fort Worth International Airport Board**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Council Agenda Item: #R8

**AGENDA CAPTION:**

Consideration and approval of revisions to the Tuition Reimbursement Policy #4.08 of the Town of Addison Employee Handbook.

**FINANCIAL IMPACT:**

N/A

**BACKGROUND:**

The Town of Addison's Employee Handbook was adopted by Council on June 10, 2008 which included the Tuition Reimbursement Policy #4.08. This policy provides tuition reimbursement at 100% for regular full-time and part-time employees (pro-rated depending on the number of hours per year the employee is authorized to work) who attend classes at any accredited college or university for which the employee earns a grade of "C" or better.

This is an important program to the town as we continue to focus on employee development by growing our next generation of leaders. Over the last few years, we have seen an increase in employee participation, resulting in escalated costs. To ensure the sustainability of the program while maintaining this key benefit, we are recommending that the town and the employee share the program costs. This policy change would provide tuition reimbursement at 50 percent.

**RECOMMENDATION:**

Staff recommends approval.

**COUNCIL GOALS:**

Conduct the Business of the Town in a Fiscally Responsible Manner,  
Employ High-Quality, Service-Oriented Personnel

**ATTACHMENTS:**

Description:

[Tuition Reimbursement Policy](#)

[Tuition Policy Historical Costs](#)

Type:

Backup Material

Backup Material

## **SECTION 4.08 TUITION REIMBURSEMENT**

Regular full-time and part-time employees are eligible for tuition reimbursement for classes at any accredited college or university for which the employee earns a grade of “C” or better. Full-time employees receive 50% reimbursement. Reimbursement for regular part-time employees is pro-rated depending on the number of hours per year the employee is authorized to work.

Approval from Human Resources is required prior to enrollment in a class for which tuition reimbursement will be requested. College hours received from colleges and universities will be recognized only if the institution is accredited by a national accrediting organization in the United States. It is the employee’s responsibility to furnish documentation of the accreditation prior to enrolling in any course of study program.

Specialized accreditations, those that accredit only specific kinds of schools, such as home study institutions or trade and technical schools, will not be recognized unless written approval was given prior to the implementation of this policy.

In addition to reimbursement for tuition and certain fees, the Town will also reward the employee’s efforts with grade bonuses. Full-time employees earn an additional \$100 for an “A”, \$75 for a “B” and \$25 for a “C,” based on courses of three semester hours and adjusted for courses earning more or less than three semester hours. For a passing grade in a three hour pass/fail course, the employee will receive a grade bonus of \$50.

Tuition reimbursement requests must be forwarded to the Human Resources Department with documentation of the completed course, the final grade and tuition costs. Tuition reimbursement and grade bonuses are paid through payroll.

Temporary, seasonal and employees still in the new hire probationary period are not eligible for tuition reimbursement or grade bonuses. Classes taken during any portion of the probationary period will not qualify for this benefit.

Tuition reimbursement and grade bonuses are not available for expenses already covered by other types of assistance or benefits, such as scholarships, grants or other programs. Please contact the Human Resources Department for clarification of eligibility.

History of Tuition Reimbursement Program Costs:

Fiscal Year	Budget	Actual
FY 03/04	\$20,000	\$33,289
FY 04/05	\$25,000	\$39,658
FY 05/06	\$25,000	\$43,086
FY 06/07	\$41,100	\$45,214
FY 07/08	\$41,100	\$40,838
FY 08/09	\$41,100	\$64,962
FY 09/10	\$55,000	\$68,794
FY 10/11	\$55,000	\$35,254