

NOTICE OF A CITY COUNCIL REGULAR SESSION IMMEDIATELY FOLLOWING A WORKSHOP SESSION OF THE CITY OF CORINTH

Thursday, June 21, 2018, 5:30 P.M. CITY HALL - 3300 CORINTH PARKWAY

CALL TO ORDER:

WORKSHOP BUSINESS AGENDA

- 1. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.
- 2. Operational discussions on the Fire Department, Police Department and the Public Works Department.
- 3. Review of the City of Corinth Unified Development Code, Vehicle Parking Regulations and provide staff with direction on proceeding with an amendment.

ADJOURN WORKSHOP SESSION

*NOTICE IS HEREBY GIVEN of a Regular Session of the Corinth City Council to be held at Corinth City Hall located at 3300 Corinth Parkway, Corinth, Texas. The agenda is as follows:

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE:

"Honor the Texas Flag: I pledge allegiance to thee, Texas, one state under God, one and indivisible".

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine and will be enacted in one motion. Should the Mayor, a Councilmember, or any citizen desire discussion of any Item that Item will be removed from the Consent Agenda and will be considered separately.

- 1. Consider and act on an ordinance approving an amendment to the fiscal year 2017-18 Annual Program of Services to provide for expenditure of funds from the Storm Drainage Fund for the Huffines Development Agreement to fund the storm sewer public improvements.
- 2. Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support, Licensing and Maintenance with Denton County IT.

CITIZENS COMMENTS

In accordance with the Open Meetings Act, Council is prohibited from acting on or discussing (other than factual responses to specific questions) any items brought before them at this time. Citizen's comments will be limited to 3 minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Please complete a Public Input form if you desire to address the City Council. All remarks and questions addressed to the Council shall be addressed to the Council as a whole and not to any individual member thereof. Section 30.041B Code of Ordinance of the City of Corinth.

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each councilmember the opportunity to provide general updates and/or comments to fellow councilmembers, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Councilmember may direct that an item be added as a business item to any future agenda.

CLOSED SESSION

The City Council will convene in such executive or (closed session) to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code.

<u>Section 551.071.</u> (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with chapter 551.

<u>Section 551.072.</u> To deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

<u>Section 551.074.</u> To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

<u>Section 551.087.</u> To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect.

After discussion of any matters in closed session, any final action or vote taken will be in public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS.

ADJOURN:

Posted this 15th day of June, 2018 at 11:30 a.m. on the bulletin board at Corinth City Hall.

Kimberly Pence, City Secretary City of Corinth, Texas

WORKSHOP BUSINESS ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 06/21/2018

Title: Department Operational Discussions

Submitted By: Kim Pence, City Secretary

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Operational discussions on the Fire Department, Police Department and the Public Works Department.

AGENDA ITEM SUMMARY/BACKGROUND

RECOMMENDATION

Attachments

Departmental Operations Presentation

Direct Service
Department
Overview

June 14, 2018



PUBLIC WORKS

Cody Collier, Director

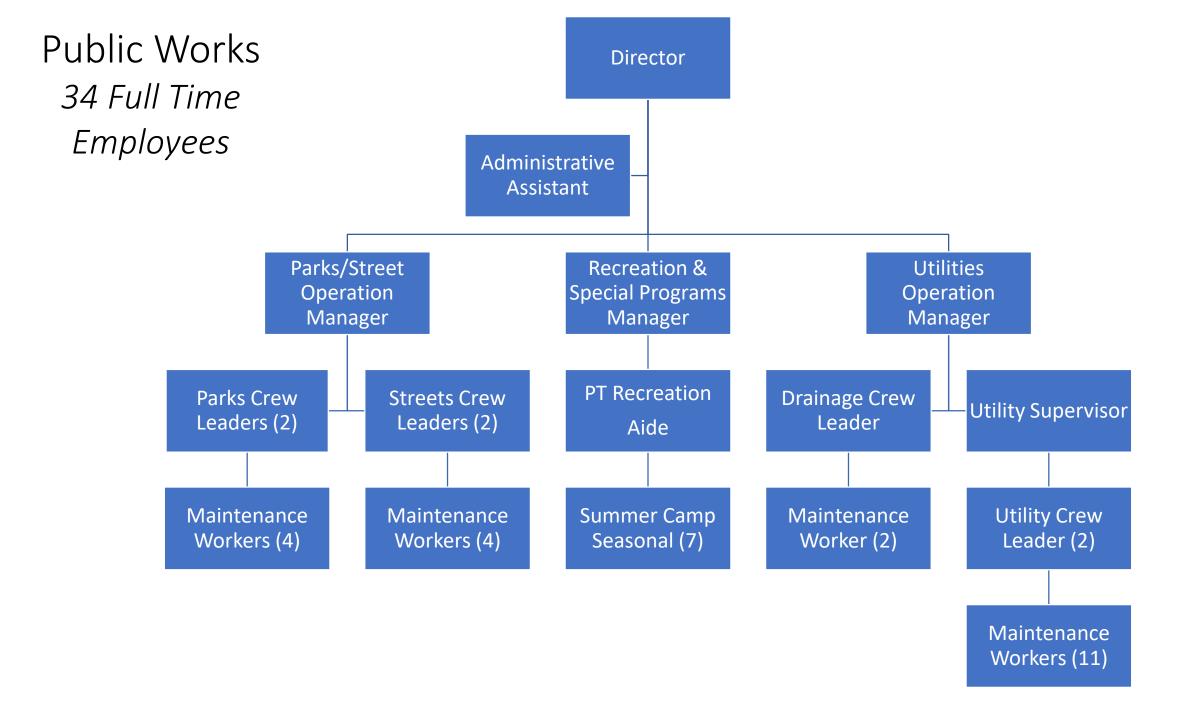
The Department has multi-faceted services comprised of the following: Maintain the City Street System through proactive maintenance; preserve and enhance the City's quality of life through landscaping and park amenities in the community's public open spaces; and provide potable water at adequate pressure and in sufficient quantities to the residents of Corinth.











Public Works Accomplishments

PARKS AND STREETS

- Identified and repaired sidewalks which pose a risk (trip hazard) to pedestrians.
- Implemented a three-year road striping program.
- Renewed all Sports Association contracts.
- Renewed R.O.W. and parks mowing contracts.
- Public Works facility remodel initiated
- Green Ribbon project approval with TXDOT for 2181 and 2499
- Completed IPWEA Asset Management training program
- Entered into agreement with PSD to perform an Asset Management Program for Corinth
- Seeking APWA Accreditation
- Recognized as a member of the Mayors Monarch Pledge.

WATER/WASTEWATER

- Upgrade and replace Phase 2 of the City's Utility transponder system to a single point meter reading system.
- Completed State Reports to stay in compliance with TCEQ.
- Updated the Engineering Design Manual.
- Adopted Water Conservation Incentive Program
- 3A Lift Station rehab from fire damage underway

STORM DRAINAGE

- Met or exceeded Texas Commission on Environmental Quality (TCEQ) Storm Water Compliance regulations and Best Management Practices (BMP's).
- Began Lynchburg Creek drainage study
- Preventative maintenance has resulted in reduction of resident generated work orders.
- Renew Vector Disease Control International (VDCI)
 Mosquito Contract and Mosquito Abatement Program.
- Completed street/drainage projects at the corners of Meadows-Shady Shores & Dalton-Shady Shores.

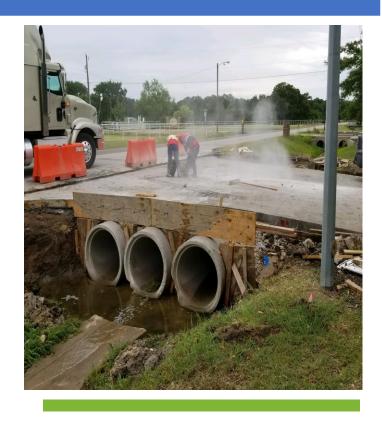
Street Department



80 Potholes Repaired



250 linear feet of sidewalk replaced



181 square yards of street reconstruction



Stormwater/Drainage Department





Parks & Recreation



• Trails

• 12.74 miles

• Parks

- 184 acres of public parkland
- 13 neighborhood parks
- 11 playgrounds
- 10 miles of ROW maintained
- Athletic Fields Prepped for 875 Games

• Recreation

- 224 Class Participants
- 2,756 Summer Camp Participants
- 21,012 Association Athletic Participants



Water / Wastewater



10 Water Main Repairs



2 Water PumpStations Repaired



13 Sanitary Lift
Stations Maintained



350 Water Quality Sample Tests



Water – 70% annually Sewer – 80% annually



Flushed dead end lines 500 times



6 Water Storage Tanks Maintained



150 Meter Box Replaced & 75 Meter Sets



651 Transponders Replaced



7,125 Water & Wastewater Accounts Serviced

Public Works Challenges

- Employee retention
 - 32% of full time Public Works Employees have been here 2 years or less
- Attracting experienced and qualified new hires
 - Vacant positions advertised and posted with no qualified applicants
- Funding for asset management/ capital improvement program
 - Street repair 50% of Corinth streets will need to be replaced within 20 years
 - Water/ Sewer 50 year life average on PVC. Over 70% into life in many areas
 - Lynchburg Creek Study, design, mitigation

POLICE SERVICES

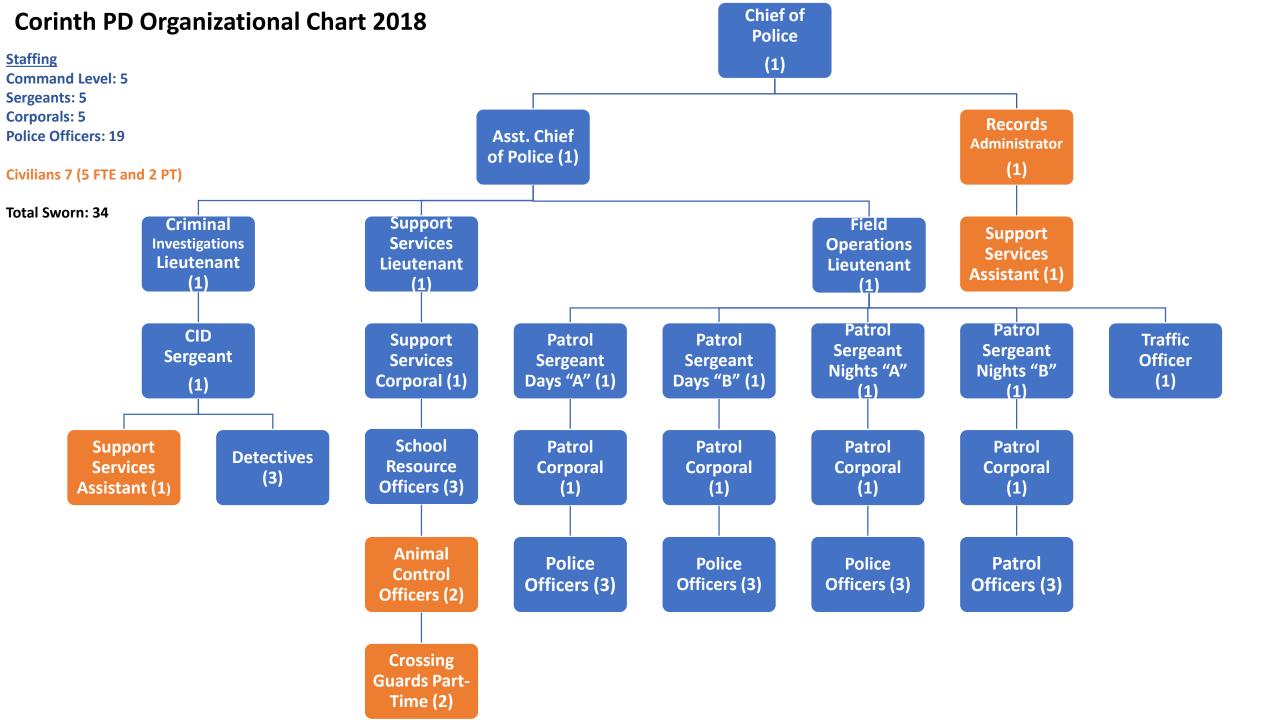
Debra Walthall, Police Chief

The Corinth Police Department is committed to excellence in service through innovative and progressive methods. We value the trust of our citizens and are committed to carrying out our duties with honor, integrity and pride. Through partnerships and collaborative efforts we will strive to enhance the safety and security of our community.









Police Accomplishments

- Continued emphasis on professional development and supervisory training. In total, nine (9) supervisors received approximately 360 hours of training during the 2016-17 FY.
- Continued community engagement initiatives through participation in National Night Out and the Citizen Police Academy and CSI Camp. The Citizen Police Academy graduated 12 students and the CSI Camp graduated 22 students.
- Successful completion and transition into new Public Safety Complex.
- Continued advanced and executive level leadership training for command staff.



Community Policing

National Night Out

9 Parties Attended in 2017

Citizens on Patrol



12 Graduates in 2017

Directed Patrols 13,863







Foot Pursuit 5k

200 Participants

House Watches

School Resource
Officers

3 Dedicated Officers

CSI Youth Camp
22 Students

Patrol Division



CALLS FOR SERVICE

Answered 9,396 calls



TRAFFIC CITATIONS

Issued 7,362 Citations.



WARNING CITATIONS

Issued 4,339 citations



PARK & WALKS/
DIRECTED PATROLS
Conducted 16,865 Patrols



15th Safest City

AVERAGE RESPONSE
4.2 minutes on Priority Calls



VEHICLE ACCIDENTS

Investigated 705 Accidents



TRAFFIC COMPLAINTS

Investigated 640 Complaints



RECKLESS DRIVER COMPLAINTS

Investigated 203 Complaints



VACATION WATCHES

Conducted 8,072 Watches

Criminal Investigations











Animal Services

ANIMAL SHELTER

Sheltered 77 Animals

CITATIONS

Issued 30 citations





PET REGISTRATIONS

Conducted 132 Pet Registrations

ANIMAL BITES

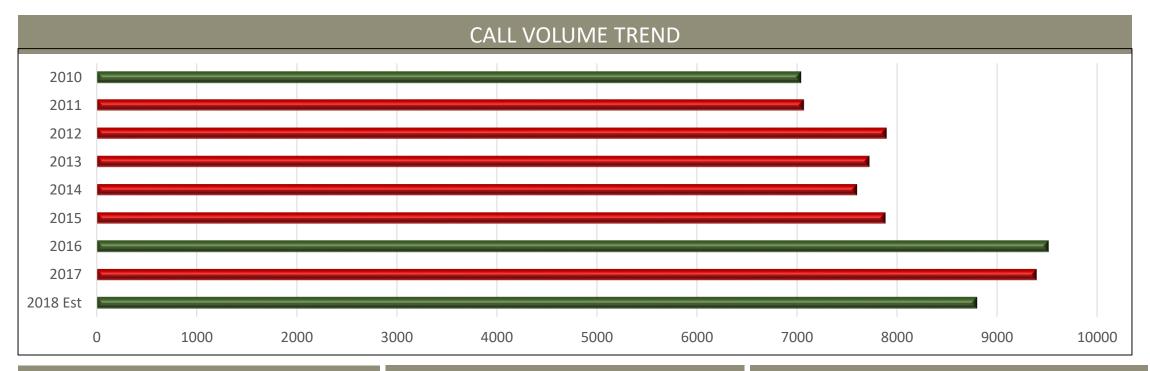
Responded to 16 Bite Calls

QUARRANTINESQuarantine 11 Animals

Call Volume Trends

25.04% 1
INCIDENT GROWTH SINCE 2010

14.30
INCIDENT GROWTH FROM 2013-2018



Average Incidents per Day - 2010

19.28 per day

Average Incidents per day - 2016 26.06 per day

Average Incidents Per Day -2018 Estimate 24.10 per day

Police Challenges

- **Staffing**-Officer ratio currently sits at 1.3 officers per 1,000 residents. IACP recommends 1.8 officers per 1,000 residents.
- **Growth** Denton County ranking in the top 10 counties in the U.S. for growth.
 - <u>Increased traffic</u>- 3 major arteries now pass through Corinth. Approximately 125,000 cars a day pass through Corinth via IH35E, FM 2181, and FM 2499.
 - <u>Increased population</u>- the city currently has 2 apartment complexes under construction and 4 subdivisions currently under construction or in planning phases. (US Census Bureau estimates the average household size in Corinth to be 2.94). CPD responded to 705 calls for service at our 3 apartment complexes in 2017.
 - Millenium Apts.- 228 units; Oxford Apts.- 240 units
 - Terrace Oaks- 108 lots, Valenica- 86 lots, Amherst- 50 lots, Crosspointe- 37 lots

Police Challenges

- Bailiff/Warrant position
- Jail Services
- Obtain TCOLE Training Provider status
- Qualified Applicant pool
- Equipment Replacement Portable Radios



FIRE SERVICES

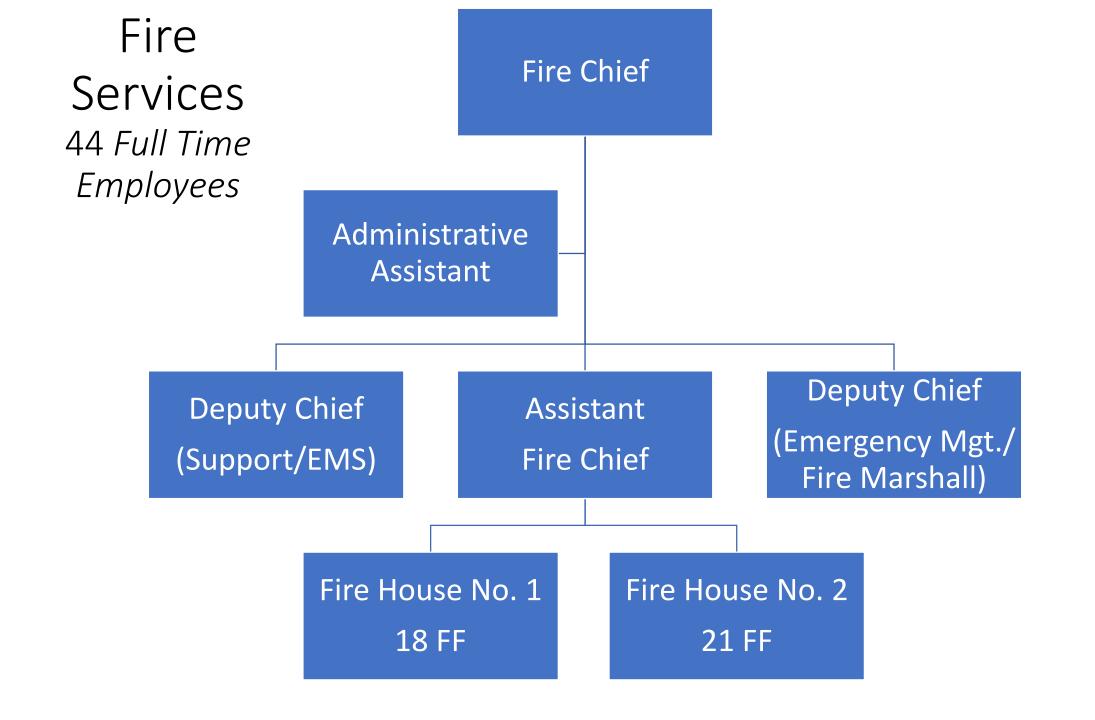
Curtis Birt, Fire Chief

The Fire Department is a recognized leader in the development and delivery of professional and innovative emergency and life-safety services. We'll be there – Ready to respond, compassionate in our care, and safe in our work.









LCFD Accomplishments







Updated the International Fire Codes.



Conducted ISO evaluation.



Applied for Federal SAFER grant.



High School Fire Academy began its second class.

Department Duties and Responsibilities

- All hazards response to the Lake Cities area including fire suppression, emergency medical services, hazardous materials and specialty technical rescue.
- Specialty Technical Rescue response to Denton County and the surrounding area. This is a cooperative effort with Coppell and Little Elm Fire Departments
- Provide support to neighboring departments and Texas through Auto/Mutual aid agreements and TIFMAS.





- 4 Emergency Management and Disaster Planning for the Lake Cities area.
- Fire prevention through fire code adoption and enforcement, fire inspections and education.
- Public Education for the public schools, charter school, and childcare centers in the Lake Cities area.

LCFD in the Community



Fire & Life Safety Education

- Reached approx. 8000 children, pre-K to 3rd grade + 5th grade.
- Included LDISD, Charter School, and Daycare Facilities
- High School Fire Academy
- Citizens Emergency Management Academy



Commercial Occupancy Inspections

- Inspected 456 businesses
- 90% were compliant on 1st visit.
- 36 foster homes were inspected at request of CPS.



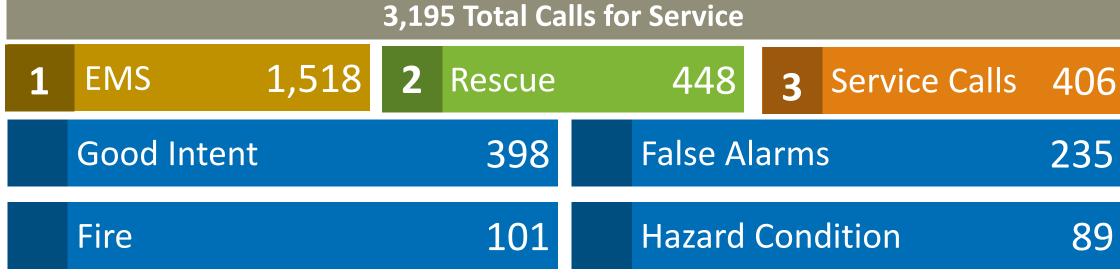
Community Support

 Over 1,323 staff hours spent providing 196 public education, public appearances, ride out programs, and station tours.

LCFD 2017 Call Volume by Incident Types

Provided Service to Corinth, Lake Dallas, Hickory Creek and Shady Shores

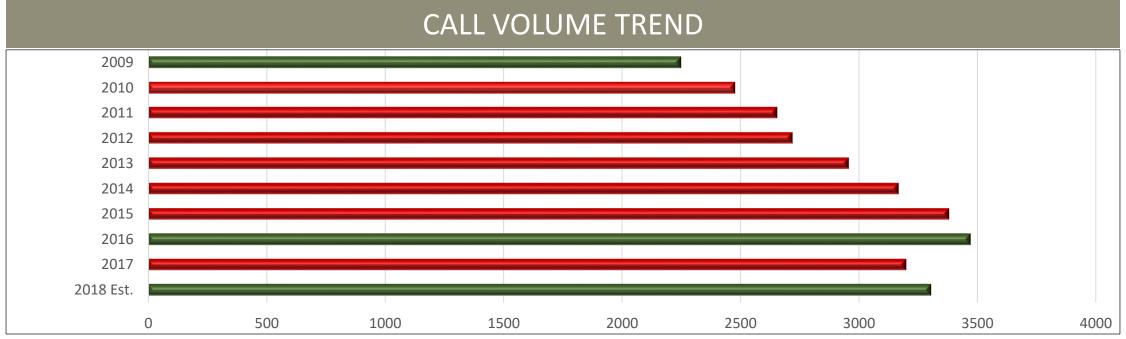




Call Volume Trends



11.8% TINCIDENT GROWTH FROM 2013-2018



Average Incidents per Day - 2009

6.15 per day

Average Incidents per day - 2016

9.50 per day

Average Incidents Per Day-2018 Estimate

9.04 per day

Emergency Management

Provide emergency response planning, training, and Emergency Operations Center to Lake Cities Area and serve as liaison to FEMA and other related agencies.

 Activate and Maintain 9 outdoor siren systems for the Lake Cities Area:

- 300 East Hundley, Lake Dallas
- 700 North Shady Shores Road, Lake Dallas
- Intersection of S. Hooks and Lakewood, Hickory Creek
- Intersection of Oak Tree and Strait, Hickory Creek
- 3101 South Garrison, Corinth
- 3200 Post Oak, Corinth
- 1701 Ford Street, Corinth
- Shady Shores Road, Corinth
- 101 Shady Shores Road, Shady Shores



Fire Challenges

- Response Times
- Opening Fire House No. 3 for Operations
 - Staffing
 - Equipment
 - Fleet (6-9 month lead time)
- Fire Agreement with Lake Cities
- Qualified Applicant pool
- Equipment Replacement Portable Radio, Air-pak, Rescue

WORKSHOP BUSINESS ITEM 3.

City Council Regular and Workshop Session

Meeting Date: 06/21/2018

Title: UDC Parking Dimension Amendment

Submitted For: Helen-Eve Liebman, Submitted By: Helen-Eve Liebman, Director

Director

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Review of the City of Corinth Unified Development Code, Vehicle Parking Regulations and provide staff with direction on proceeding with an amendment.

AGENDA ITEM SUMMARY/BACKGROUND

Vehicle Parking Regulations, Dimensions Amendment

The City of Corinth's Unified Development Code UDC outlines parking dimensions for required off-street parking and a review of the standards has been recommended.

The current parking dimensions for a 90-degree space are 10 (ten) feet wide by 20 (twenty) feet deep and while the extra space allows for wider and deeper vehicles it also requires more concrete paving and land area to accommodate the measurements.

A benchmark evaluation illustrates the following:

City	Standard Dimensions	Optional Dimensions
Flower Mound	9' X 17.5'	None
Allen	9' X 18'	None
McKinney	9' X 18'	None
Southlake	9' X 18'	None
Coppell	9' X 19'	9' X 18' with 2' overhang
Prosper	9' X 20'	9' X 18' with 2' overhang
Frisco	9' X 20'	9' X 18' with 2' overhang
Corinth	10' X 20'	None

None Provide for Compact Car Provisions

Development Scenario:

A ±24 acre mixed-use development allowing shared parking would require ±1,100 spaces.

10' x 20' Parking Space = 200 Square Feet

9' x 18' Parking Space = 162 Square Feet

38 Square Feet x 1,100 spaces = 41,800 Square Feet

Presumably, a portion of the 41,800 square feet (±.96 acre) of required parking space savings could be dedicated to tax generating building area and reduction of development costs due to less concrete being installed.

RECOMMENDATION

Provide staff with direction on amending the UDC to allow for a parking dimension standards commensurate with benchmark cities.

CONSENT ITEM 1.

City Council Regular and Workshop Session

Meeting Date: 06/21/2018

Title: Huffines Development Agreement Budget Amendment

Submitted For: Lee Ann Bunselmeyer, Director

Submitted By: Chris Rodriguez, Financial Services Manager

Finance Review: Yes Legal Review: N/A

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an ordinance approving an amendment to the fiscal year 2017-18 Annual Program of Services to provide for expenditure of funds from the Storm Drainage Fund for the Huffines Development Agreement to fund the storm sewer public improvements.

AGENDA ITEM SUMMARY/BACKGROUND

On September 21, 2017 the City Council approved the fiscal year 2017-2018 Annual Program of Services (Budget) for the City of Corinth. This included a Storm Drainage Fund expenditure budget of \$721,867 It has been determined that funds are needed for the Huffines Development Agreement to fund the storm water public improvements. The city council approved the payment to Huffines using funds form Amity Village sewer project. Upon an internal review, it was determined that funds should be used from the Storm Drainage Fund rather than the sewer capital projects fund. Consequently, this has been placed on the agenda to correct this cost allocation.

In December 2012 the City Council adopted a Fund Balance Policy for the Storm Drainage Fund. The policy established the City's goal to achieve and maintain an unassigned fund balance in the Storm Drainage Fund equal to 25% of expenditures. Based on the current year expenditures, the 25% fund balance target for the Storm Drainage Fund is \$180,467. The fiscal year ending anticipated fund balance for the Storm Drainage Fund is \$690,513 which is \$510,046 above the required fund balance target.

RECOMMENDATION

Staff recommends approval of the budget amendment authorizing \$152,700 from the Storm Drainage operating fund balance for the Huffines Development Agreement to fund storm sewer public improvements.

Attachments

Huffines Development Agreement Budget Amendment

ORDINANCE NO. 18-06-21-

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 17-09-21-13 REGARDING THE FISCAL YEAR 2017-2018 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR EXPENDITURES OF FUNDS FROM THE STORM DRAINAGE FUND FOR THE HUFFINES DEVELOPMENT AGREEMENT FOR STORM SEWER PUBLIC IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2017, and ending September 30, 2018 by Ordinance No. 17-09-21-13; and

WHEREAS, the current adopted budget for fiscal year 2017-2018 does not have adequate funding of \$152,700 for expenditures in the Storm Drainage Fund for the Huffines Development Agreement for storm sewer public improvements; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures of \$152,700 in the Storm Drainage Fund for the Huffines Development Agreement for storm sewer public improvements; and

WHEREAS, the Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 17-09-21-13, the budget for the fiscal year beginning October 1, 2017, and ending September 30, 2018, shall be amended as follows:

One hundred, fifty-two thousand, seven hundred dollars (\$152,700) shall be appropriated into the expenditures line item in the Storm Drainage Fund for the Huffines Development Agreement for storm sewer public improvements.

SECTION III

	The City of C	Corinth Bud	lget and A	Annual F	Program	of Services	s is hereb	y amend	led to a	ppropriate	the
sum of	\$152,700 in	the Storm 1	Drainage	Fund fo	r the H	uffines Dev	elopmen	t Agreei	ment fo	r storm sev	wer
public	improvements	. Further,	the City	Council	affirms	its approva	al of the	increase	in the e	expenditure	of
funds.											

	Ordinance	No.	18-06-21-
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SECTION IV

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 17-09-21-13.

SECTION V

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION VI

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 21st DAY OF JUNE 2018.

SEAL	Bill Heidemann, Mayor	
ATTEST:		
Kimberly Pence, City Secre	tary	
APPROVED AS TO FORM	I AND LEGALITY:	

CONSENT ITEM 2.

City Council Regular and Workshop Session

Meeting Date: 06/21/2018

Title: 2018 Denton Co IT support.

Submitted For: Curtis Birt, Chief Submitted By: Curtis Birt, Chief

City Manager Review: Approval: Bob Hart, City Manager

AGENDA ITEM

Consider and act on an Interlocal Cooperation Agreement for Public Safety Application Support, Licensing and Maintenance with Denton County IT.

AGENDA ITEM SUMMARY/BACKGROUND

This Interlocal is for FY 2018-19 and covers IT support, maintenance and software license costs of dispatch related software and equipment. This is for the Mobile Computers that connect to the Computer Aided Dispatch system and Fire House, our reporting software. This agreement follows the current agreement which has worked well and has approval of Corinth's IT department.

The annual cost is \$4570.95

RECOMMENDATION

Staff recommends City Council approve the Interlocal Agreement with Denton County.

	Attachments	
Exihibit B		
Exhibit A		
ILA		

FY2019 Cost Schedule for Maintenance and Optional Enhanced Support for Lake Cities Fire Department

Application	Maint Amt	Qty	Total	
OSSI MCT Client for Digital Dispatch	\$ 130.39	10 \$	1,303.89	
OSSI Mobile Client Maps	\$ 26.28	10 \$	262.81	
OSSI Client AVL Mobile License	\$ 19.66	10 \$	196.56	
FH Enterprise CAD Monitor	\$ 185.00	1 \$	185.00	
FH Enterprise Users	\$ 219.45	6 \$	1,316.70	
Total Maintenance Fees to be reimbursed to County		\$	3,264.97	
Optional Enhanced Support		\$	1,305.99	
Total Maintenance + Optional Enhanced Support		\$	4,570.95	

Version

Version	Date	Revision / Description
1.0	10/1/2014	Initial Version

Name of	"Agency"	

Lake Cities FD

Agency Locations

3101 S Garrison Rd Corinth TX 76210				

Agency Contacts

Title	Name	Email	Phone
Agreement Liason	Chief Curtis Birt	curtis.birt@lakecitiesfire.com	9403212141
IT Coordinator			

Additional Agency Specific Services

ЕхнвтА

County Contacts

Title	Name	Email	Phone
Agreement Liason & Public Safety & Courts Support Manager	Tommy Hutson	Tommy.Hutson@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357

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1. Service Overview

This is a Service Level Agreement ("SLA") between the Agency and the Denton County Department of Technology Services ("DTS") to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

2. Service Description

2.1 Assumptions

- An "Incident" is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A "Request" is defined as any new service, a change to an existing service, or removal of an existing service.
- An "Inquiry" is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

2.2 Supported Applications

The following software applications will be supported:

- Superion MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional Superion applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software

2.3 Available Services

<u>Basic Support Services</u>: Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

Enhanced Support Services: Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

<u>Additional Services</u>: Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the "Additional Agency Specific Services" section.

3. Roles and Responsibilities

3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion
 times based on the priority for all incidents and requests. Completion times depend on a
 number of factors including complexity, the availability of the user, access to external resources
 such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.

- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an "Information Technology (IT) Coordinator" to ensure that these responsibilities
 are carried out and to serve as the primary contact person between the agency and DTS. For
 Agencies who use the Superion RMS and/or have a Site-to-Site connection, the IT Coordinator
 will also be responsible for resetting user passwords for their agency utilizing the SMS
 application. Because agencies have different needs, IT resources, and levels of internal
 expertise, the needs and resources of a given agency may not require the IT Coordinator to have
 an extensive technical background.

4. Service Support

4.1 Requesting Service

Contact the Denton County Help Desk by one of the options below. In order to ensure the
fastest possible service, please do not send requests to a specific County employee. Except for
emergencies, drop-ins should be scheduled through the Help Desk.

Phone – Call 940-349-HELP (4357)

Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.

• Email - Helpdesk@dentoncounty.com

E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.

Information Technology (IT) Coordinator
 Please contact your IT Coordinator for services not listed.

4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

4.3 Incident and Request Response and Prioritization

• Incoming Service Requests will fall into priority levels of 'Critical', 'Urgent', 'High', 'Medium', 'Normal' and 'Low'. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

4.4 Resolution

DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS
responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or
third party involvement) will constitute a temporary suspension of the SLA clock until
appropriate response, replacement parts or services have been received.

4.5 Service Escalation

• If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



SERVICE LEVEL AGREEMENT-PUBLIC SAFETY AGENCIES

4.6 Priority Levels

 $\label{eq:decomposition} {\sf DTS} \ {\sf provides} \ {\sf service} \ {\sf based} \ {\sf on} \ {\sf the} \ {\sf following} \ {\sf Priority} \ {\sf Levels}.$

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
		s Hours 8am – 5pm, Monday through Friday)
Critical	8 hours 80% of the time. (Continued repair until operational)	 An incident where systems are down or seriously impacted and/or products/services are unavailable. Normally a global issue or a large number of Agency users are being affected. There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). The commitment of incident management resources is critical.
Urgent	1 business day 80% of the time.	 Issues affecting a large number of users Requests that require immediate attention
High	2 business days 80% of the time.	 The issue causes any Agency user to be unable to work or perform some significant portion of their job. Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). The commitment of incident management resources is high.
Medium	3 business days 80% of the time.	 An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.

		A temporary workaround, alternative, or circumvention is available. There is no commitment of incident management resources outside of business as usual.
Normal	5 business days 80% of the time.	• An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.
Low	10 days 80% of the time.	• The customer has requested a new service or information pertaining to a feature, system or service.

4.7 Priority level Determination

- Priority levels will be automatically determined by:
 - Service Request Type (incident, request for service or inquiry).
 - Impact (Single user, 2 -9 users or 10 or more users).
 - Urgency (High User(s) is unable to work, Medium User's work is impacted, Low A workaround can be implemented or a user's ability to work is not greatly impacted.)

Priority Levels (Incidents)

	Single User	2 – 9 users	10+ Users
High	High	High	Urgent
Medium	Medium	High	High
Low	Normal	Medium	Medium

4.8 Service Level Measurements

Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority's expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR's in any given priority level then the overall weighted percentage will apply to that priority.

4.9 Scheduled Maintenance

• DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

4.10 Unscheduled Maintenance

Occasionally DTS may be required to interrupt services to Agency users due to unpredictable
maintenance requirements that had not been previously planned but require prompt attention
and must have action taken to allow for system restoration and protection of county resources.
When possible, email notification will be sent 24 hours, or more, prior to maintenance
specifying the work to be performed.

5. Customer Service Survey

5.1 Survey Form

 Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

Needs Improvement

Quality of work is poor.

- Access to help was time consuming.
- Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
- Poor communication. Issues were not explained or understood.
- Questionable resolution.
- Technician seemed unconfident with ability.
- Lack of interest, only helpful enough to get the task completed.

Dissatisfied

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

Not Applicable

• Question being asked does not pertain to the request.

INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Lake Cities FD

hereinafter referred to as "Agency".

WHEREAS, County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

WHEREAS, County and Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, County and Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

- 1. **PURPOSE.** The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County's available public safety application support services ("Services") during the term of this agreement.
- 2. <u>TERM OF AGREEMENT.</u> The initial term of this Agreement shall be for a one-year period beginning October 1, 2018 and ending on September 30, 2019. The Agreement shall automatically renew thereafter for additional one (1) year terms unless and until terminated by either party. Agency may select the desired level of support (either Basic or Enhanced) for each term of the Agreement. The selected level of support shall continue for each subsequent term unless and until changed by Agency by providing thirty (30) days written notice to County prior to the start of a new term.
- 3. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing sixty (60) days written notice to the other party.

- 4. <u>BASIC SUPPORT.</u> Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive basic support (as defined in Exhibit "A" Service Level Agreement) from County at no additional cost.
- 5. <u>ENHANCED SUPPORT.</u> Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in Exhibit "A" Service Level Agreement) from County.
 - 5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.
 - 5.2 Agency shall pay to County the Total Amount per the annual Cost Schedule. The initial Cost Schedule for the first term are more fully described on Exhibit "B". The County shall send updated Cost Schedules annually. The Agency shall have the right to change from Enhanced Support to Basic Support or terminate the Agreement as described in sections 2, 3, and 5.1 above.
- 6. <u>SOFTWARE LICENSES AND MAINTENANCE.</u> "Software" shall be defined as supported applications as described in Exhibit "A" Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.
 - 6.1. Agency is responsible for purchasing any new Software licenses required by Agency.
 - 6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency's behalf. Maintenance fees that are paid by County on behalf of Agency are described in the annual Cost Schedule. County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).
 - 6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.
- 7. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. County agrees to provide the following services and responsibilities:
- 7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit "A" based on Agency's selection.
- 7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on Exhibit "A".
- 7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

- 8. **AGENCY RESPONSIBILITIES.** Agency agrees to the following responsibilities:
 - 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of Exhibit "A".
 - 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
 - 8.3 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
 - 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
 - 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in the annual Cost Schedule within 30 calendar days of approval of Agreement.
- 9. AGREMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.
- 10. <u>AGREMENT LIASONS.</u> Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.
- 11. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.
- 12. **AGENCY LIABILITY.** Agency understands and agrees that Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of County. Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.
- 13. <u>COUNTY LIABILITY.</u> County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, or representatives of Agency. County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

- 14. <u>DISPUTES/RECOURSE</u>. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.
- 15. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Service Level Agreement v1.0
Exhibit B	Initial Annual Cost Schedule for Maintenance and Enhanced
	Support

- 16. <u>MULTIPLE ORIGINALS.</u> It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 17. **NOTICES.** All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge
		Denton County Commissioners Court
		110 West Hickory, Room #207
		Denton, Texas 76201
	2	Chief Information Officer (CIO)
		Denton County Technology Services
		701 Kimberly Drive, Suite 285
		Denton, Texas 76208
	3	Assistant District Attorney
		Denton County Criminal District Attorney's Office
		1450 E. McKinney Street, 3 rd Floor
		PO Box 2344
		Denton, Texas 76202

Name of Agency:	Lake Cities FD
Contact Person	Chief Curtis Birt
Address	3501 FM 2181 Suite B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
-	

- 18. **SEVERABILITY.** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 19. THIRD PARTY. This Agreement is made for the express purpose of providing public safety application support and maintenance services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.
- 20. <u>VENUE.</u> This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.
- 21. <u>WAIVER.</u> The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.
- 22. <u>AUTHORIZED OFFICIALS.</u> Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.
- 23. <u>CURRENT FUNDS.</u> All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

DENTON COUNTY, TEXAS	AGENCY
	Please select the desired support level:
	Basic Support or- [XX] Enhanced Support
Mary Horn, County Judge Denton County Commissioners Court	Signature Bob Hart
110 West Hickory, Room #207	City Manager City of Corinth
Denton, Texas 76201 (940)349~2820	3300 Corinth Parkway
	Corinth, Texas 76208
	940-498-3200
EXECUTED duplicate originals on this	EXECUTED duplicate originals on this
Date:	Date:

Approved as to form:

Attorney for Agency

Approved as to form: