



NOTICE OF A PUBLIC MEETING

CITY COUNCIL

6:30 PM – January 2, 2024

City Hall – Council Chambers

214 Meadow Park Drive, White Settlement, TX 76108

CALL TO ORDER

INVOCATION / PLEDGE OF ALLEGIANCE

PUBLIC PARTICIPATION

The purpose of this item is to allow citizens an opportunity to address the City Council on items that are not listed on the agenda, as well as any consent agenda, executive session, or workshop items. Any person desiring to make a public comment must first fill out a speaker request form, and be recognized by the presiding officer. Individual citizen comments are limited to three minutes. The City Council has no obligation to respond in any manner to comments or questions from the public. Any response from a member of the City Council to comments on items not listed on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for a future City Council meeting.

PRESENTATIONS

STAFF PRESENTATIONS:

1. Presentation of an Appreciation Award to recognize individuals for their contribution to the 2023 Light the Night Christmas Parade.
2. City Manager presentation of items of community interest.

CONSENT AGENDA

All items on the Consent Agenda are routine or previously discussed items and will be approved with one motion; however, should a member of the City Council wish to discuss any item, said item may be removed from the Consent Agenda and considered under Deliberation Agenda.

3. Approval of December 5, 2023 council meeting minutes.
4. Approval of an Interlocal Agreement (ILA) with the City of North Richland Hills for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Texas Government Code Section 791.025.
5. Approval of a Memorandum of Understanding (MOU) between the White Settlement Police Department and Alliance for Children.

DELIBERATION AGENDA

6. Discuss and consider a Professional Services Agreement (PSA) with Freeze and Nichols, Inc. for the update of the Wastewater Master Plan in the amount of \$281,000.00.
7. Discuss and consider a resolution authorizing the White Settlement Police Department to continue participation in a Regional Law Enforcement Mutual Aid Task Force Agreement with other area law enforcement agencies; providing signatory authority; and providing an effective date.
8. Discuss and consider an agreement updating the White Settlement Police Department Inter-Jurisdictional Pursuit Policy

EXECUTIVE SESSION

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene into Executive Session to deliberate regarding the following matters:

9. Sec. 551.072 Deliberations about real property: The City Council may 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, including real property being Parkview Villas Block 1 Lot 3, White Settlement, Texas.
10. Sec. 551.071 Consultation with Attorney: The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to seek legal advice from the city attorney about pending or contemplated any matters listed on the agenda.

RECONVENE

11. Reconvene in Open Session to take action, if any, on items discussed in Executive Session.

WORK SESSION

12. Hold a workshop to discuss and evaluate the expense, staffing, location and date of community social events proposed by Council Member Price and Council Member Geesa for a city-sponsored dance, Council Member Wright for a City Facility/Equipment Cleanup Event at Central Park, and Settlers Days. Please note, this item does not include discussions regarding current community social events, including Fourth of July or Light the Night Parade

ADJOURNMENT

Notice posted on the 30th day of December, 2023 on the City Hall bulletin board at 214 Meadow Park Drive, White Settlement, Texas at 9:30 a.m.


Amy Arnold

City Secretary

ACCESSIBILITY STATEMENT: The City of White Settlement City Hall is accessible to persons with disabilities. Specially marked parking spaces are available at both Meadow Park Drive and Hanon Drive. Accessible entry through automatic doors meeting ADA requirements is available at the main entrance which is located on the north side of the building. If additional assistance is needed to observe or comment, please contact the City Secretary at least 24-hours prior to the meeting at aarnold@wstx.us

**INTERLOCAL AGREEMENT BETWEEN
CITY OF NORTH RICHLAND HILLS AND THE CITY OF WHITE SETTLEMENT**

This Agreement made and entered into by and between the City of North Richland Hills, hereinafter referred to as "NRH", and the City of White Settlement, hereinafter referred to as "City of White Settlement".

Pursuant to the authority granted by the Texas Interlocal Cooperation Act {Chapter 791 Texas Government Code} providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

NRH and City of White Settlement desire to enter into an Agreement for the purchase of goods and services from vendors selected through the competitive bidding process as authorized by Section 791.025 Tx. Govt. Code. Specifications for said items should be determined in cooperation with the final approval of the entity processing the bid.

The responsibility of each entity shall be as follows:

SECTION I.

NORTH RICHLAND HILLS

1. NRH shall be allowed to purchase goods and services from vendors who have been selected by City of White Settlement through the competitive bidding process. NRH will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. NRH shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. NRH shall give a 30-day written notification to all participating agencies of any change or cancellation of participation.
4. The Purchasing Agent, shall be designated as the official representative to act for NRH all matters relating to this cooperative purchasing agreement.

SECTION II.

City of White Settlement

1. City of White Settlement shall be allowed to purchase goods and services from vendors who have been selected by NRH through the competitive bidding process of NRH. City of White Settlement will place orders directly with and pay directly to the selected vendor for goods and services purchased through a contract.
2. All purchases will be within the specifications that have been agreed to. City of White Settlement shall be responsible for the Vendors compliance with all conditions of delivery, price and quality of the purchased goods or services.
3. City of White Settlement shall give a 30-day written notification to a participating agency of any change or cancellation of participation.
4. The City of White Settlement City Administrator, shall be designated as the official representative to act for City of White Settlement in all matters relating to this cooperative purchasing agreement.

**SECTION III
MISCELLANNEOUS**

1. This is the entire agreement of the parties and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either North Richland Hills or City of White Settlement has the authority to alter, amend, or modify the terms of this Agreement.
2. Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.
3. Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.
4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.
5. This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

CITY OF NORTH RICHLAND HILLS

BY: _____
Mark Hindman, City Manager

Date: _____

ATTEST:

Alicia Richardson
City Secretary / Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

Maleshia B. McGinnis, City Attorney

CITY OF WHITE SETTLEMENT

BY: _____
Jeffrey J. James, City Manager

Date: _____

ATTEST:

Amy Arnold
City Secretary / Chief Governance Officer

APPROVED AS TO FORM AND LEGALITY:

James Donovan, City Attorney



**WHITE SETTLEMENT POLICE DEPARTMENT
EXTERNAL CORRESPONDENCE MEMORANDUM
INFORMAL REPORT TO MAYOR AND COUNCIL**

TO: WHITE SETTLEMENT CITY COUNCIL
FROM: CHRISTOPHER COOK, CHIEF OF POLICE
REF: ALLIANCE FOR CHILDREN
DATE: DECEMBER 23, 2023

ISSUE

The City of White Settlement Police Department needs to re-authorize our partnership with the Tarrant County Alliance for Children for 2024.

DISCUSSION

The White Settlement Police Department maintains a proactive partnership with Tarrant County Alliance for Children (AFC) to investigate child abuse cases. Each year, AFC requires a re-authorization through a memorandum of understanding (MOU) and working partnership document.

ACTION

The police department would recommend approval of the MOU to continue our investigative partnership which provides resources and support during these difficult types of criminal cases.

COSTS

\$5,529.00 (Budgeted in 08-551 CCPD).

ADDITIONAL INFORMATION

Attached: AFC MOU and AFC Working Protocols

STAFF CONTACT(S)

Christopher Cook
Chief of Police
817-246-7070 X 103
ccook@wspd.us

Jeffrey James
City Manager
817-246-4971
jjames@wstx.us

Alliance For Children Memorandum of Understanding

We, the undersigned, by and through our supervisory heads, (and through our designated representatives, listed below) do hereby agree to the following policy supporting the creation, development, and implementation of Children's Advocacy Centers in the County of Tarrant, Texas. To wit:

At present the number of child sexual and physical abuse cases in Tarrant County is continuing with alarming frequency, representing not only an immediate danger to each child victim involved, but also a continuing threat to the mental, physical and emotional welfare and safety of Tarrant County.

We recognize that the current systems that deal with these young victims, although comprised of agencies committed to the protection and best interest of every child in Tarrant County, cannot meet many of their needs in isolated practice.

We recognize that the current systems better address needs of these young victims while working in partnership with other agencies committed to the protection and best interest of every child in Tarrant County.

We are a system designed for and oriented to adults, a system that has few provisions or concessions to the specific needs and fragile state of those children who are, through no choice of their own, expected to enter into yet another threatening adult environment.

As participants in this system, we recognize many children within our current system are often "revictimized" by excessive interviews, lack of communication among agencies, incomplete investigations and the unavailability of immediate and long term medical and therapeutic treatment.

Having recognized these issues, we are supportive of the creation, development and implementation of child-oriented facilities, which serve as a cooperative effort among the undersigned agencies, wherein a multidisciplinary approach is utilized in the investigation, prosecution, medical and therapeutic treatment involving child fatality and medical child abuse cases and child victims of sexual and physical abuse.

We do further agree that the stated purpose of each Alliance For Children center is set forth as follows:

1. To develop, achieve, and maintain interagency and inter-professional cooperation and coordination in the case management and handling of child sexual and physical abuse cases, medical child abuse, and child fatality investigations (those specific cases to be enumerated and outlined in agreed interagency protocol);
2. To provide a multidisciplinary team and case management approach, focused first on the suspected child victim's needs, second on the law enforcement, prosecution, and civil proceedings involved, and third on the non-offending

caregivers/family members who are supportive of the child and whose interests are consistent with the best interest of the child;

3. To obtain evidence useful for both criminal prosecution as well as protective action in civil proceedings;
4. To provide case screening and investigative procedures so as to minimize the number of false allegations of sexual and physical abuse reports, with the early detection of such cases leading to the timely exoneration of innocent parties;
5. To provide and coordinate the therapeutic treatment program for child victims and their families/non-offending caregivers;
6. To reduce to an absolute minimum number of interviews of child sexual and physical abuse victims so as to minimize the "revictimization" of the child;
7. To provide extensive and continued training and education of those professionals working within the multidisciplinary team, and for those outside professionals in the community who deal with child victims of sexual and physical abuse;
8. To serve as a continuing resource and community focal point of information, education, and service referral, and for future as well as existing multidisciplinary teams within the State of Texas and nationwide.
9. The development, maintenance, and support of a neutral "child friendly" environment that emphasizes the best interest of children and that provides investigative and rehabilitative services to the child and non-offending caregiver/family members.

While each of the undersigned agencies has specific responsibilities with regard to the investigation, prosecution, medical, and therapeutic treatment of cases of child abuse, we do hereby acknowledge that the multidisciplinary team approach made possible through the institution of Alliance For Children, in the County of Tarrant, Texas, will serve to enhance the individual efforts of each agency. The collaboration among these respective agencies, and public support and awareness, will unify our community in the daily efforts to ensure the protection and preservation of the children of Tarrant County.

All state and federal confidentiality laws will be followed in connection with this agreement. This agreement can be terminated by any party without cause by giving written notice to the other parties.

This agreement shall become effective upon signature of the parties listed below:

Wayne Carson, CEO (Date)
ACH Child and Family Services

Al Jones, Chief (Date)
Arlington Police Department

Bennett Hall, Chief (Date)
Azle Police Department

Jeff Williams, Chief (Date)
Bedford Police Department

David Babcock, Chief (Date)
Benbrook Police Department

Antonio Segura, Jr., Chief (Date)
Blue Mound Police Department

Billy Cordell, Chief (Date)
Burleson Police Department

Michael Miller, Chief (Date)
Colleyville Police Department

Nancy Cychol (Date)
Chief of Hospital Svs & Affiliate Ventures
Cook Children's Health Care System

Kit Long, Chief (Date)
Crowley Police Department

Le'Shai Maston, Chief (Date)
Crowley ISD Police Department

Greg Petty, Chief (Date)
Dalworthington Garden Police Dept.

George Cannata, CPS Reg. Dir. (Date)
Dept. of Family and Protective Services

LeeAnn Marks, CPI Regional Dir. (Date)
Dept. of Family and Protective Services

Clint Cox, CCI Regional Dir. (Date)
Dept. of Family and Protective Services

Greg Eakens, SI Regional Director (Date)
Dept. of Family and Protective Services

Ramona Black, APS Director (Date)
Dept of Family and Protective Services

Michael Brown, Chief (Date)
Euless Police Department

C.W. Spencer, Chief (Date)
Everman Police Department

Eddie Burns, Chief (Date)
Forest Hill Police Department

Neil Noakes, Chief (Date)
Fort Worth Police Department

Daniel Scesney, Chief (Date)
Grand Prairie Police Department

Mike Hamlin, Chief (Date)
Grapevine Police Department

Cody Phillips, Chief (Date)
Haltom City Police Department

Steve Niekamp, Chief (Date)
Hurst Police Department

Dr. Karen Duncan, CEO (Date)
JPS Health Network

Brad Fortune, Chief (Date)
Keller Police Department

Mike Holguin, Chief (Date)
Kennedale Police Department

J.T. Manoushagian, Chief (Date)
Lake Worth Police Department

Steve Carpenter, Chief (Date)
Lakeside Police Department

Tracy Aaron, Chief (Date)
Mansfield Police Department

Greg Minter, Chief (Date)
Mansfield ISD Police Department

Mike Young, Chief (Date)
North Richland Hills Police Department

Jon C. Coulter, Chief (Date)
Pantego Police Department

Brad Anderson, Chief (Date)
Pelican Bay Police Department

Kimberly Sylvester, Chief (Date)
Richland Hills Police Department

Charles Stewart, Chief (Date)
River Oaks Police Department

Russell Ragsdale, Chief (Date)
Saginaw Police Department

James Burchfield, Chief (Date)
Sansom Park Police Department

James Brandon, Chief (Date)
Southlake Police Department

Phil Sorrells, District Attorney (Date)
Tarrant County District Attorney's Office

Bill Waybourn, Sheriff (Date)
Tarrant County Sheriff's Office

Robert Parker, Chief (Date)
Watauga Police Department

Shannon Martinez, Chief (Date)
Westover Hills Police Department

Kevin Reaves, Chief (Date)
Westworth Village Police Department

Christopher Cook, Chief (Date)
White Settlement Police Department

Julie Evans, CEO (Date)
Alliance For Children



Alliance For Children Working Protocols

Mission Statement

The mission of Alliance For Children is to protect children of Tarrant County from child abuse through teamed investigations, healing services, and community education.

Operational Guidelines

Case Referral

Texas Department of Family and Protective Services (Child Protection Investigations, Childcare Investigations) and Tarrant County law enforcement agencies (undersigned below) will refer child sexual abuse cases, severe child physical abuse cases, medical child abuse, child witnesses to violent crime, and child fatality investigations to Alliance For Children centers. Adult Protective Services (APS) or law enforcement involved in allegations of sexual assault or violent crime of adults with cognitive delays or significant speech delays may also refer to Alliance For Children. Alliance For Children will provide specialized services, as applicable, for the children and families involved in such investigations.

Multidisciplinary Team Coordination

Alliance For Children provides multidisciplinary team (MDT) coordination to strengthen and sustain the multidisciplinary team with collaboration among partners to ensure timely access to the full array of services for children and families encompassed in the Alliance For Children case criteria. Alliance For Children receives all Tarrant County DFPS intake reports via an electronic database. Upon receiving, Alliance For Children will review intakes to identify and track cases that meet Alliance For Children Protocols and work towards coordinating services to assist and support the investigative agencies involved with investigations, assessment, and intervention on behalf of children and families involved in allegations of child abuse. Case Coordination of services includes linking appropriate investigative parties, scheduling forensic interviews as needed, assisting in appropriate referrals to medical evaluations, family advocacy or clinical services, and facilitating the provision of case review and tracking of investigative dispositions through prosecution. All offense reports received by the Crimes Against Children Unit (CACU) or investigating detective can be provided for identical coordination, support, and collaborative efforts. All reports provided to Alliance For Children shall not be construed to change, reduce, supplant, or expand the authority or jurisdiction of Alliance For Children as it relates to conducting investigations, assessments, and/or interventions. For MDT response outside of traditional center hours or on weekends, our investigative partners may contact the Forensic Interviewer after-hours number to initiate the coordination of the investigation.

All efforts will be made by Alliance For Children staff and investigative agencies to provide translation/interpreting services and any applicable accommodations to non-English speaking and deaf clients as needed.

Care Coordination for Commercially Sexually Exploited Youth (CSEY)

The purpose of care coordination is to provide a thorough MDT response to the unique nature of CSEY cases and the complex needs of Commercially Sexually Exploited Youth. Children are referred for care coordination through cases involving law enforcement or DFPS where a child is identified as an alleged victim of commercial sexual exploitation, makes an outcry of commercial sexual exploitation while receiving CAC-facilitated services or commercial sexual exploitation is suspected based on case dynamics during investigation of another allegation. Alliance For Children provides facilitation of an MDT response and provision of services to CSE youth consistent with protocols for youth of other allegations.

To meet the unique needs of commercially sexually exploited youth, Alliance For Children facilitates the provision of the following additional services:

- 24/7 on-call line for investigative partners (DFPS and Law Enforcement) to coordinate a rapid response to acute situations such as recovery of CSE youth. This line is dedicated to ensuring the immediate needs of youth are met. At the time of rapid response, investigative parties have the option of dispatching a CSEY advocate where appropriate.
- Alliance For Children will facilitate referral to CSEY advocate group for additional services after a Release of Information has been obtained from the child's legal guardian.
- Alliance For Children provides a monthly case review staffing to address the unique needs of CSE youth. This staffing includes CSEY victim advocates with Traffick911, Unbound, and CASA. These additional service providers are able to participate via a linkage agreement with Alliance For Children and the release of information from the child's legal guardian. Tarrant County Juvenile Services (TCJS) also attends case review staffing as needed for the purpose of information sharing.
- A dedicated MDT Coordinator is assigned to coordinate all cases involving CSEY. This coordinator also tracks additional data including the child's current placement, runaway status, and services provided to each youth in care coordination.

Alleged Victim Interviews

A significant purpose of the digitally recorded interview is to reduce the number of times the alleged victim is interviewed, as well as the number of individuals who interview the alleged victim or child witness. Alleged victims or child witnesses are

interviewed by Alliance For Children interviewers. The digital interview is not used as a substitute for the victim testifying at trial.

Department of Family and Protective Services Field Screenings

Department of Family and Protective Services workers will screen alleged victims of child abuse and neglect who do not meet the criteria for a straight forensic interview. This initial audio-recorded screening will be used to explore other abuse or safety issues in the home and is information with which the investigator(s) can determine whether a forensic interview is indicated. Alleged victims meeting any of the criteria for a straight forensic interview will not be screened by DFPS, rather the child's initial interview will be a forensic interview conducted by Alliance For Children staff.

Forensic Interview Process:

Alliance For Children utilizes a semi-structured forensic interview process, using specialized foundational and ongoing cross-training received by the interviewer regarding forensic interviewing and associated topics, including use of forensic interview tools such as anatomical drawings, dolls, and developmental assessment tools, as well as how evidence may be presented in the forensic interview. This process provides investigators with an investigative-based interview that is non-clinical but is conducted to provide the interviewed party with a platform to share information regarding something experienced or witnessed. Best practice is that when children/adults are brought to an Alliance For Children center, their forensic interview is digitally recorded and conducted by specially trained forensic interviewers, providing legally sound, developmentally appropriate, and culturally competent investigative interviews. Forensic interviews by Alliance For Children staff may be conducted in a "blind" or "semi-informed" approach, depending on case circumstances. All forensic interviews will afford an opportunity for investigators and the forensic interviewer to have a collaborative discussion regarding any information clarification prior to the conclusion of the interview, except in the case of unforeseen circumstances.

Only in the most compelling of circumstances will off-site interviews be utilized, a decision reached by the investigative team. When off-site forensic interviews are arranged, identical coordination between forensic interviewers and partner agencies will take place, and arrangements will be made for partners to observe the interviews via Alliance For Children's mobile forensic interviewing equipment, if possible. Some case circumstances may merit consideration of a specific forensic interviewer to conduct the interview; these cases may be staffed with Alliance For Children's Forensic Interviewer Supervisor or Director of Program Services.

Under certain circumstances, the team might determine that a virtual interview is appropriate. In these instances, the child will be interviewed while at home or another location and the interviewer will connect with the child virtually through an online platform to complete the interview. Virtual interviews are only completed when the team believes this is in the best interest of the child and/or in the interest of

public health and safety. Any virtual interviews or remote observations will be conducted on a HIPAA-compliant platform.

Any investigator with an acute, emergency, or priority interview during the day can contact any of the investigative centers and speak with a member of the Multidisciplinary Team Coordination Program (MDT) or Forensic Interview (FI) Team for coordination.

After-hours interviews, provided after traditional center hours or on weekends, are available for acute cases and case-by-case scenarios. Investigators may contact the Forensic Interviewer after-hours number to discuss the case with the forensic interviewer on call.

All efforts will be made by Alliance For Children staff/investigative agencies to provide translating/interpreting services as needed for the forensic interview. Along with the party to be interviewed, only the forensic interviewer and translator/interpreter will be in the interview room. Use of interview tools, including the introduction of evidence in the forensic interview, will be at the discretion of the forensic interviewer based on case circumstances and input from MDT partners.

Criteria for children/adults receiving straight forensic interviews include:

- If a child needs to be screened due to allegations made in a criminal offense report, and DFPS is not involved
- Children 17 and under making an outcry of sexual abuse, including child commercial exploitation/sex trafficking, and internet crimes against children (ICAC), to someone considered to be a professional under Section 261.101 of the Texas Family Code
- The reported victim(s) of an Alleged perpetrator that admits to sexual abuse of a child to a professional; admission to any adult by the alleged perpetrator will be considered
- Child witnesses of sexual abuse
- Child being exposed to or depicted in child pornography
- Victim of severe child physical abuse as determined by the investigating agencies
- All children in home/under care of person arrested for possession/manufacturing of CSAM (child sexual abuse material)
- Surviving children in a deceased child's household or under the supervision of the caregiver involved in a child fatality investigation
- DFPS or law enforcement supervisor requests a straight forensic interview after staffing the case
- Any alleged victim of medical child abuse as well as any children in home or in care of alleged perpetrator of medical child abuse (*not medical neglect*)
- Children who have witnessed severe violent crimes, which may include:
 - a) Severe incidents of Domestic Violence (DV)/Intimate Partner Violence (IPV), to include: strangulation, use of weapons during DV/IPV incidents, incident in which the primary alleged victim requires hospitalization (even Against Medical Advice (AMA)) due to injuries incurred, any

severe case of DV/IPV in which a child has attempted to intervene in the offense.

- b) Suspected homicide investigations
- c) Incidents of gun violence or mass shootings

Interview requests will be strongly preferred for straight forensic interviews for the following:

- Children in the home/care of caregiver of severe physical abuse investigation, to include multi-injury abusive head trauma investigations

Interview requests will be considered for straight forensic interviews for the following:

- Chronic cases of domestic violence/intimate partner violence
- Children/adults with speech communication delays/special needs
- Children/adults with cognitive disabilities
- Allegations which include a suspect in a position of authority (teacher, medical professional, coach, faith leader, etc.)
- Children in DFPS custody who have been recovered after running away
- Children/adults in other situations will be considered for forensic interviews on a case-by-case basis.
- Child identified in high drug trafficking/manufacturing homes

Forensic Interview Request Process:

1. The forensic interview request may be generated by the MDT Coordination Program or requesting agency by submitting a Forensic Interview Request Form.
2. The forensic interview will be coordinated with all partner's schedules, as well as the schedule of the family, to set the forensic interview as soon as possible. The forensic interview will be scheduled at the Alliance For Children center closest to the family's home, with exceptions on a case-by-case basis. Off-site or virtual forensic interviews may be conducted on a case-by-case basis.
3. Best practice requires the presence of all assigned MDT staff (law enforcement or DFPS) in the monitoring room to observe the interview as it takes place. If the detective or DFPS staff assigned to the case is not available, a representative from that agency may attend. If an assigned agency is not available, consultation will be sought with immediate supervisors.
4. Detectives and DFPS investigators will observe the interview through closed-circuit monitoring at the time the interview is taking place. The interviewer may leave the room to discuss additional points of clarification needed by involved MDT staff.
5. Only MDT investigative representatives may observe the forensic interview. New MDT investigative staff may observe for learning opportunities.
6. Certain cases may merit the use of evidence in a forensic interview or the use of a secondary interview, multi-session forensic interview (MSFI), or recant interview.
7. The decision to proceed with a MSFI or secondary interview will be made by the Criminal District Attorney's Office, in consultation with assigned investigators, and

the forensic interviewer. If an additional interview is not recommended, an alternative recommendation may be made by the team.

8. If a secondary interview, multi-session forensic interview (MSFI), or recant interview is approved, all original partners involved in the initial interview will be notified.

Secondary Forensic Interview

In certain cases, clients may need more than one opportunity to tell what has happened to them or what they have witnessed, or additional investigative action may reveal evidence not obtained before the first forensic interview. The purpose of a secondary interview is to gather additional information that may not have been disclosed in the initial forensic interview.

Multi-Session Forensic Interview

A multi-session forensic interview (MSFI) is a forensic interview completed over multiple sessions for children and cases with special considerations. Those may include:

- Children with communication or cognitive disabilities
- Children who have suffered extreme trauma
- Victims of human trafficking
- Preschool-aged children, or
- Children from diverse cultural backgrounds.

Recantation Interview

A recantation interview may be utilized if any MDT member receives information that the client is taking back their statement. Notification will be made to all investigative parties and the case will be staffed. If a recantation interview is approved, arrangements will be made to schedule a recant forensic interview as soon as possible.

Medical Evaluations

The role of the medical professional is to provide medical treatment and diagnosis to the child/adult subject to the allegations and in need of medical evaluation. These specialists also provide medical information, recommendations, and consultations regarding the needs of the child/adult. This includes medical examination, as needed, for concerns regarding physical and sexual abuse, as well as neglect.

Any cases meeting medical protocols of child victims of alleged abuse coordinated by the MDT not originally seen by CARE Team, JPS Health Network, or another medical provider specializing in child abuse will be staffed/reviewed by a medical provider with the CARE Team at Cook Children's Health Care System.

Referral Process to Medical Teams

CARE (Child Abuse Resource and Evaluation) Team with Cook Children's Health Care System

Sexual Abuse

Acute/Emergent: Contact the Child Advocacy Resource and Evaluation (CARE) Team as soon as possible (same day) for any sexual abuse case with a non-pregnant child age 16 or under alleging contact in the past 120 hours. The detective, DFPS worker, or Alliance For Children staff will contact the CARE Team examiner through the office or Dispatch to determine whether the Emergency Room or CARE Team is to evaluate the child to best meet the child's and case needs. A non-pregnant child who is 17 years of age alleging sexual contact by a family member can be referred to CARE Team on a case-by-case basis but requires prior approval by the Sexual Assault Nurse Examiner (SANE) or medical provider.

CARE examiner on-call should be contacted directly to discuss each case and arrange an appropriate appointment. Do not go directly to the hospital until the examiner is contacted to avoid patient and family inconveniences.

Scheduled: For any non-pregnant child 16 or under alleging sexual contact greater than 120 hours or if there is risk of partial disclosure or recantation call CARE Team to schedule an appointment through the CARE Team office. Contact the examiner on call if questions of management arise, or via the digital request form.

A non-pregnant child who is 17 years of age alleging sexual contact by a family member can be referred to CARE Team on a case-by-case basis but requires prior approval by the Sexual Assault Nurse Examiner or medical provider.

CARE Team will see a non-pregnant child, age 16 years of age or under, alleging:

- Skin-to-skin contact, to include contact of genitals or anus of the victim by hand, mouth, or genitals, or contact with the alleged perpetrator genitals or anus by mouth or genitals; contact with the alleged perpetrator genitals by hand if occurrence within past 120 hours
- Any ejaculation on victim's body within 120 hours
- Mouth to breast or buttock within 120 hours
- Insertion of object/item into genitals or anus
- Auxiliary investigative information that merits case consultations (i.e., pornography of victim found, witness of sexual abuse, prepubescent child testing positive for sexual transmitted infection, etc.)

Physical Abuse/Neglect: For incidents of physical abuse that occur during working hours, the referring agency will contact the CARE Team. The medical provider will determine if the child should be seen at CARE Team or the emergency department. After 4:30 pm Monday through Friday and on weekends, these patients should continue to go through the emergency department.

A. Injuries that should be referred for evaluation/consultation:

1. Age 0-6 months: Any mark or injury, including skin abrasions, scratches, bruising or subconjunctival hemorrhage or torn frenulum.
 2. Age 6 months and older:
 - a) Bruises, lacerations, or burns to protected, fleshy, or flexor surfaces - for example: inner thighs, abdomen, neck, face, ear, genitalia, bruises to trunk, ears, neck angle of jaw, cheek, or eyelid.
 - b) Bruises, lacerations, or burns showing an object pattern – *for example: belt loop, cigarette burn, curling iron.*
 - c) Oral injuries, especially lacerations under the tongue or to the roof of the mouth
 - d) Fractures, especially metaphyseal fractures, rib fractures, spiral fractures of the humerus, scapula fractures, or any fracture in a non-mobile child
 - e) Head trauma
 3. Age 0-12: Exposed to illicit drugs. (*Concern for illicit drug exposure must be approved by medical provider or have court order*)
- B. Concerns regarding neglect: Call to request a case review.
- C. At risk: Siblings (age 2 and under) of children requiring hospitalization for maltreatment require a referral/consultation to the clinic. Evaluations of older siblings by non-medical personnel will be reported back to the CARE Team.
- D. Concerns regarding medical child abuse.
- E. For any other concerns, please call for assistance.
- F. In an emergency, call 911.

JPS Health Network

JPS Health Network will provide Medical Forensic Examinations by a SANE (Sexual Assault Nurse Examiner) for children who cannot be seen at the CARE Team at Cook Children's as referred by the investigative agencies. Children 13 years of age or older, or any adolescent who has secondary sexual characteristics including those who are pregnant, who are an alleged victim of child sexual abuse may be seen.

Acute/Emergent: When allegations of last incident occurred within 120 hours to avoid unnecessary patient wait times contact the JPS ER Charge Nurse to be connected to the in-house Forensic Nursing Team. After hours an on-call Forensic Nurse will be dispatched to the emergency room.

Non-Acute/Scheduled: Any incident of child sexual abuse greater than 120 hours can be scheduled via the SANE digital request form, or by calling or emailing the Forensic Nursing Department.

Case Review Team Meetings

The multidisciplinary team (MDT) case review is a designated time for case tracking and review of investigative action, disposition, and service provision for children and families who meet the case review criteria. This serves to provide a platform for confidential and effective information sharing and informed decision-making. This also serves as an opportunity for MDT partners to provide input regarding services provided to families, MDT communication, and case decision-making. Alliance For Children will track final dispositions through case conclusion by information provided through verbal report or system-generated information from partner agencies.

Case review team meetings are facilitated by Alliance For Children's Team Relations Supervisor, Director of Training and Team Relations, or other designated Alliance For Children staff. Meetings occur every other Tuesday morning for the Arlington and Fort Worth jurisdictions and every other Thursday for the Northeast and Northwest jurisdictions at the location designated by Alliance For Children. Monthly case review meetings are held for cases involving Juvenile Diversion, child commercial sexual exploitation/human trafficking (CST staffing), child fatality cases and cases involving child witnesses of violent crimes (Violent Crimes staffing).

In situations involving child abuse investigations of families of partner agency staff, Alliance For Children staff, or high profile/media cases, confidentiality will be maintained, and these sensitive cases may not be staffed in the regularly scheduled MDT case review meetings. In appropriate situations, emergency or sensitive case review meetings may be called outside of regular meeting schedules. Meeting attendees will include frontline investigators, immediate supervisors, and others deemed appropriate by the team.

Alliance For Children may utilize a virtual online platform as an alternative to in-person case review team meetings when deemed appropriate or necessary. Any virtual meetings will be conducted with fidelity to security and confidentiality on a HIPAA-compliant platform.

Alliance For Children staff will develop case review agendas based on case staffing criteria listed below. MDT case review agendas are shared electronically with team members prior to case review. MDT team members may request the addition of cases to the case review agenda by emailing staffing@allianceforchildren.org or communicating with Team Relations Supervisor or Director of Training and Team Relations. Meeting notes, case information, and aggregate information as garnered by Alliance For Children staff, can be shared with partner agencies upon request. Investigative members and service providers are responsible for follow-up on any recommendations addressed at case review staffing.

Representatives regularly attending and participating in case review include Department of Family and Protective Services (DFPS), law enforcement, medical, Tarrant County Criminal District Attorney's Office, Tarrant County Juvenile Services, and Our Community Our Kids. Alliance For Children staff participating in case review includes individuals from the Clinical Program, Family Advocate Program, Forensic Interview Program and Multidisciplinary Team Coordination Program.

Additional representatives are included in Juvenile Diversion and child sex trafficking case review. For Juvenile Diversion case review, additional representatives regularly attending and participating include Lena Pope staff and Tarrant County Juvenile Services. For child sex trafficking (CST) case review, additional representatives regularly attending and participating include CST advocate service providers, Tarrant County Juvenile Services, and CASA.

All representatives involved in a case listed on the case review agenda will attend case review staffing and share pertinent information to optimize informed decision-making, case planning, and coordinated service delivery for victims and their families. If the professionals assigned the case cannot physically/virtually attend the meeting, they make every effort to send case updates through a supervisor or colleague or directly to staffing@allianceforchildren.org so case notes can be shared.

Alliance For Children is charged with tracking case actions/dispositions, to include services provided to children and families, MDT involvement and outcomes, child protection outcomes, charges filed, and case disposition in criminal court. Multiple Alliance For Children staff will seek this information both during and after case review meetings. Aggregate data management is conducted by Alliance For Children's Outcomes Specialists.

Case Review Criteria

Criteria for cases to be staffed at bi-monthly, special staffings, or monthly case review team meetings:

General

1. Any case in which the victim comes to an Alliance For Children center for investigative services and makes an outcry of abuse or neglect.
2. All cases in which the child comes to an Alliance For Children center and is removed from the home and placed in the custody of the Texas Department of Family and Protective Services.
3. All cases in which the child comes to Alliance For Children for investigative services and makes an outcry as a witness to a violent crime.
4. Partner agencies may request investigations outside of the stated criteria, as needed, for case review.

Sexual Abuse

1. All children who have made an outcry.

2. Cases in which there is a witness of sexual abuse.
3. Digital/photographic evidence indicating sexual abuse of an identified child.
4. A confession of child sexual abuse by perpetrator
5. Sexual transmitted infections diagnostic of sexual contact: gonorrhea, chlamydia, syphilis (not transmitted via birth), and HIV.
6. Pregnancies of children under 14 years of age

Physical Abuse

1. All cases in which the victim is hospitalized.
2. All cases in which the child has sustained a severe injury.
3. All cases in which the victim is 6 years or younger and the child has fractures or non-accidental injuries.
4. All cases in which the child victim is not mobile and unexplained injuries have occurred.

Child Fatality

All child fatality cases will be staffed.

Case Tracking

Alliance For Children is charged with tracking case actions/dispositions, that include essential demographics, services provided to children and families, MDT involvement and outcomes, child protection outcomes, charges filed, and case disposition in criminal court. Multiple Alliance For Children staff will seek this information both during and after case review meetings. Aggregate data management is conducted by Alliance For Children's Outcomes Specialists and is available to partner agencies upon request. The tracking of this information and data allows for monitoring and sharing of case progress throughout the MDT response and quality improvements in coordinated service delivery.

Referral to Alliance For Children Client Services Programs

MDT members or other Children's Advocacy Centers (CACs) may refer clients who may need additional support or services to the Alliance For Children Family Advocate Program or Clinical Program for needs assessment, resource and referral, support services, case management, or therapeutic services. The specially trained Family Advocate and Clinical Program staff are oriented to healing and support services for families and are available throughout the life of the case or if a presenting need arises from the child/family.

Family Advocate Program

All cases identified in the Operational Guidelines (Case Referral section) qualify for advocacy services. Family Advocates are highly trained in victim advocacy and participate in all MDT responses including case review and other case-related

staffings by sharing new and/or clarifying information to the MDT. Family Advocates provide support during the Forensic Interview process by providing support to the non-offending caregiver with the possible outcomes of the interview.

Family Advocate Process:

Alliance For Children's Family Advocate Program provides support services to caregivers impacted by allegations involving allegations of child abuse or violent crime, which may include a needs assessment, resource and referrals, support services, or case management, all oriented towards healing and support. Family Advocacy is available through initial contact, follow-up and ongoing services, as applicable, and after case closure as a family may have no more presenting needs. Additional services can be offered to the family throughout the life of the case or upon presenting need arises from the child/caregiver.

Referral to Alliance For Children's Family Advocate Program is made through the online Family Advocate Referral Form. Services offered:

1. Crisis intervention
2. Education regarding dynamics of child abuse, trauma, and caregiver response
3. Provision of education around the coordinated, multidisciplinary response
4. Information regarding crime victim rights
5. Needs assessment for social service needs of both children and caregivers.
and assistance in procuring concrete services (*housing, protective orders, domestic violence intervention, food, crime, crime victims' compensation, transportation, public assistance, etc.*)
6. Long-term case management services, if appropriate
7. Development of a client service plan, if appropriate
8. Facilitation of needed services from other social service agencies
9. Referral or information provided regarding mental health services as needed by the family
10. Referral to in-house seasonal programs
11. Court education/accompaniment
12. Support and advocacy services
13. Information regarding trauma-informed services

Clinical Program

Referrals to Alliance For Children's Clinical Program may be made by our Family Advocate or Forensic Interview programs as well as any partner agency.

Families being referred may include:

1. Families with children ages 3 and up
2. Have confirmed cases of abuse
3. Are not actively using alcohol or drugs
4. Are not actively suicidal and are not in need of a higher level of care

Cases of abuse include but are not limited to:

1. Sexual, physical, emotional, witness to domestic violence, and witness to homicide
2. If a family has a child who has sustained trauma due to community violence, such as a school shooting, may also be referred.

Services offered may include:

1. Assessment of clinical needs of both children and caregivers, using nationally validated standardized assessment tools
2. Development of a client treatment plan
3. Referral to Alliance For Children's group counseling services for sexually abused children and protective caregivers
4. Referral to individual counseling services as appropriate for victims of various types of trauma
5. Use of Evidenced Based Practice through:
Trauma-Focused Cognitive Behavioral Therapy (TF-CBT), Parent-Child Interaction Therapy (PCIT), Parent-Child Care (PC-CARE), Eye Movement Desensitization and Reprocessing (EMDR), and Child and Family Traumatic Stress Intervention (CFTSI)
6. Referral to more intensive psychosocial assessment, if indicated

Any mental health provider at Alliance For Children will maintain clear boundaries between investigative services, including the forensic interview, and any mental health treatment provided to children and their families. Clinical therapists, clinical supervisors, or the Director of Clinical Services will serve as a resource to members of the MDT regarding issues relevant to child trauma and evidence-based treatment. They will share only relevant information, which includes the child's and caregiver's engagement and completion of services, with the MDT while protecting their client's rights to confidentiality in accordance with applicable state and federal laws.

General Provisions

1. Each agency works with and assists the others and Alliance For Children to ensure that the best interest and protection of children is served.
2. Alliance For Children maintains a child-focused, safe, neutral space for children served to best facilitate investigative intervention and service provision. This includes protocols that will keep children and families separate from alleged offenders who come to any center. This includes diligent efforts to keep children and families separate from alleged offenders as well as monitoring potential youth with problematic sexual behaviors in common areas.
3. All personnel and agencies involved in Alliance For Children's multidisciplinary team agree to embrace a culture of diversity, equity, and inclusion in interactions with one another, clients served, and the greater community.
4. Alliance For Children staff and the immediate supervisor to each new partner agency staff assigned to an Alliance For Children center jointly provide

orientation of the Children's Advocacy Center model to the new employee. New MDT members are expected to attend Alliance For Children's training on core concepts of the MDT collaboration.

5. All agencies/organizations participating with Alliance For Children agree to support the training and development of their staff in skills regarding dynamics of child abuse, interviewing, assessment, and investigations to appropriately respond to cases of child abuse. All agencies' staff may attend training sponsored by Alliance For Children, who provides financial support for professionals on the MDT to attend specialized training when possible.
6. All efforts are made for forensic interviews to be electronically recorded and the electronic recording is provided to the involved investigative agency representatives for inclusion in their case file and/or storage. Ownership of the recorded interviews is determined in accordance with Texas Family Code, Section 264.408(d). Alliance For Children is not the owner of forensic interview recordings. As Alliance For Children does not possess recorded statements of clients forensically interviewed, any requests for those recordings via subpoenas are redirected to the agency that has ownership of the recordings. Alliance For Children maintains documentation of a brief synopsis of details gathered during the forensic interview in the agency's internet-based data collection system. At no time does Alliance For Children allow clients access to view the recorded forensic interview; these requests are to be made to the assigned investigative agency or prosecutors.
7. The appropriate law enforcement agency investigates and gathers information necessary to determine whether or not a crime has been committed and presents information to the proper authorities for criminal prosecution.
8. The Texas Department of Family and Protective Services protects children, the elderly, and people with disabilities from abuse, neglect, and exploitation. DFPS is responsible for conducting a civil investigation and taking appropriate action to assess safety and protect children from further harm.
9. All abuse and neglect reports provided by DFPS to the CAC are the property of DFPS and not the CAC. Because these intake reports are legally the property of DFPS and the CAC receives only a copy of the intake report that DFPS sends to the appropriate law enforcement agency, the CAC will follow its own organizational Records Retention Policy as it relates to client and case file information when determining how and when intake reports will be retained or destroyed. The CAC's multidisciplinary partner agencies, including but not limited to DFPS, law enforcement, and prosecution agencies, shall have access to the CAC's Records Retention Policy to ensure they are informed of the CAC's practice as it relates to the retention and destruction of intake reports.

10. Our Community Our Kids (OCOK), a division of ACH Child and Family Services, has assumed case management responsibilities from Child Protective Services for all children in substitute care, including paid foster care and kinship care.
11. Tarrant County Juvenile Services provide necessary staff training, identification of potential human trafficking victims, and resource connection to appropriate service providers. Once a trafficking victim or potential victim is identified, it is the role of Tarrant County Juvenile Services to connect that individual with the appropriate professionals and service providers that will meet the immediate and long-term needs of the identified victim. In addition, TCJS partners with Alliance For Children's MDT team in coordination and provision of investigative and healing services for victims of child abuse who are in custody of TCJS.
12. The Assistant District Attorneys from the Tarrant County Criminal District Attorney's Office are responsible for assessing the legal aspects of the criminal or civil case in accordance with their prosecutorial role.
13. Cook Children's Health Care System is responsible for providing the medical direction for Alliance For Children with JPS Health Network providing auxiliary medical treatment for children meeting their treatment criteria.
14. All efforts are made by each agency to share case information and coordinate each step of the investigation/assessment process in order to minimize the number of interviews of children.
15. Alliance For Children may enter Linkage Agreements with organizations that provide specialized services or services in partnership with Alliance For Children.
 - a. Alliance For Children has a linkage agreement with CASA. For Recovered or Identified victims, A specialized High-Risk Victim (HRV) CASA of Tarrant County (CASATC) advocate can be assigned only to children who are involved with an open Child Protective Service (CPS) legal case. CASA volunteers work to build a relationship with the children, review DFPS case files, review any available records, and gather information from caregivers, social workers, educators, medical personnel, attorneys, therapists, judges, DFPS staff, OCOK staff, family members and anyone who might be able to provide relevant information about the children. The volunteers, along with CASA supervisory staff, make recommendations to the court that might help them make the best decisions regarding the best permanent home for the children.
 - b. Alliance For Children has a linkage agreement with Traffick911 and Unbound. The role of Traffick911 and Unbound is to provide advocates for victims throughout the process of crisis response, crisis intervention, crisis management, and long-term care management. Advocates are responsible for personal contact and rapport with the victim from initial contact.

Advocates manage the coordination of services from the victim's side, ensuring that the victim is well-heard and well-served by other CST service providers.

- c. Alliance For Children has a linkage agreement with Lena Pope. Lena Pope engages in monthly MDT staffing for juvenile offenders exhibiting Problematic Sexual Behaviors to determine youth's eligibility to participate in Project SAFeR. Lena Pope also serves children with PSB that are too old or young for juvenile diversion. Through Project SAFeR Juvenile Diversion Program, Lena Pope provides assessment, education, and treatment planning, utilizing a comprehensive family-centered approach to serve both children engaging in Problematic Sexual Behaviors (PSB) and their parents/guardians.
 - d. Alliance For Children has a linkage agreement with Texas Health Resources (THR). The role of Texas Health Resources is to provide information sharing and collaboration on cases particularly when post pubescent children present to a THR hospital acutely. When coordinating a case, THR is responsible for reviewing the case review agenda and sharing the applicable information while attending case staffings.
- 16. All agencies/organizations participating in an Alliance For Children center will share . pertinent case information with the appropriate agency as requested.
 - 17. When scheduling clients to come to an Alliance For Children center, the agency partners will notify the center staff of the appointment. All MDT partners will notify Alliance For Children staff when an alleged perpetrator is at an Alliance For Children center for safety measures to be implemented. When alleged perpetrators visit an Alliance For Children center for the purpose of completing an investigation, Alliance For Children staff and partner agencies will make efforts to keep alleged offenders and any alleged victims separate.
 - 18. All community volunteers/interns must meet the criteria set by Alliance For Children in order to qualify as Alliance For Children volunteers/interns.
 - 19. Aggregate data gathered by Alliance For Children is available to partner agencies upon request.
 - 20. It is expressly understood that each agency works within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules, and regulations governing each agency. To the extent that any provision of this agreement is inconsistent with any such statute, rule, or regulation, the statute, rule, or regulation shall prevail.
 - 21. Any concerns regarding cases handled by partner agencies will be addressed between those agencies. If not resolved, a meeting involving the designated agency representatives and the Chief Executive Officer of Alliance For Children may take place for mediation.

22. All state and federal confidentiality laws will be followed in connection with this agreement. All personnel and agencies involved with the operations of Alliance For Children agree to maintain confidentiality of all records and information gathered on all cases in accordance with applicable laws, including Texas Family Code, Chapter 264.
23. Alliance For Children's working protocols must be reviewed, revised, as needed and re executed, at a minimum, every three years, upon significant changes to current practice, or upon a change of authorized partner agency signatories.
24. Alliance For Children's Memorandum of Understanding shall be reviewed and shall be modified as determined by the Chief Executive Officer and interagency partners by the execution of a modified agreement, and the appropriate agencies will be notified. This Agreement may be modified:
 - a. to conform to existing or new statutes, rules, regulations, or departmental policies that may conflict with any provisions of this Agreement;
 - b. to better meet the needs of children and families in the provision of child abuse-related services;
 - c. to improve the procedures set forth in this Agreement;
 - d. to add or delete agencies as parties to the Agreement;
 - e. for such other purposes as the parties may agree.
25. This agreement can be terminated by any party without cause by giving written notice to the other parties.
26. All state and federal confidentiality laws will be followed in connection with this Agreement.

Signatories of this Agreement will include the following agencies:

ACH Child and Family Services
Alliance For Children
Arlington Police Department
Azle Police Department
Bedford Police Department
Benbrook Police Department
Blue Mound Police Department
Burleson Police Department
Colleyville Police Department
Cook Children's Health Care System
Crowley Police Department
Crowley ISD Police Department
Dalworthington Gardens Police Department
Euless Police Department
Everman Police Department
Forest Hill Police Department
Fort Worth Police Department
Grand Prairie Police Department
Grapevine Police Department
Haltom City Police Department
Hurst Police Department
JPS Health Network
Keller Police Department
Kennedale Police Department
Lake Worth Police Department
Lakeside Police Department
Mansfield Police Department
Mansfield ISD Police Department
North Richland Hills Police Department
Pantego Police Department
Pelican Bay Police Department
Richland Hills Police Department
River Oaks Police Department
Saginaw Police Department
Sansom Park Police Department
Southlake Police Department
Tarrant County Criminal District Attorney's Office
Tarrant County Juvenile Services
Tarrant County Sheriff's Office
Texas Department of Family and Protective Services
Watauga Police Department
Westworth Village Police Department
White Settlement Police Department

Any other agency/organization that will house personnel at an Alliance For Children center or plans to follow the procedures set by this Agreement.

Each participating entity in Alliance For Children's multidisciplinary team (MDT) agrees to minimize re-victimization of children and protective family members as they go through investigation, assessment, intervention, and prosecution processes. The team agrees to maintain a cooperative approach to facilitate successful outcomes in both the criminal and child protection systems through shared fact-finding and strong, collaborative case development.

While each of the undersigned agencies has specific responsibilities with regard to the investigation, prosecution, medical and therapeutic treatment of cases of child sexual and physical abuse, medical child abuse, and child fatality investigations, we do hereby acknowledge that the multidisciplinary team (MDT) approach through the institution of Alliance For Children, in the County of Tarrant, Texas will serve to enhance the individual efforts of each agency and will unify our community, through these respective agencies, and through public support and awareness, in the daily work to ensure the protection and preservation of the children of Tarrant County.

This agreement shall become effective upon signature of the parties listed below:

Wayne Carson, CEO (Date)
ACH Child and Family Services

Al Jones, Chief (Date)
Arlington Police Department

Bennett Hall, Chief (Date)
Azle Police Department

Jeff Williams, Chief (Date)
Bedford Police Department

David Babcock, Chief (Date)
Benbrook Police Department

Antonio Segura, Jr., Chief (Date)
Blue Mound Police Department

Billy Cordell, Chief (Date)
Burleson Police Department

Michael Miller, Chief (Date)
Colleyville Police Department

Nancy Cychol (Date)
Chief of Hospital Svs & Affiliate Ventures
Cook Children's Health Care System

Kit Long, Chief (Date)
Crowley Police Department

Le'Shai Maston, Chief (Date)
Crowley ISD Police Department

Greg Petty, Chief (Date)
Dalworthington Garden Police Dept.

George Cannata, CPS Reg. Dir. (Date)
Dept. of Family and Protective Services

LeeAnn Marks, CPI Regional Dir. (Date)
Dept. of Family and Protective Services

Clint Cox, CCI Regional Dir. (Date)
Dept. of Family and Protective Services

Greg Eakens, SI Regional Director (Date)
Dept. of Family and Protective Services

Ramona Black, APS Director (Date)
Dept of Family and Protective Services

Michael Brown, Chief (Date)
Euless Police Department

C.W. Spencer, Chief (Date)
Everman Police Department

Eddie Burns, Chief (Date)
Forest Hill Police Department

Neil Noakes, Chief (Date)
Fort Worth Police Department

Daniel Scesney, Chief (Date)
Grand Prairie Police Department

Mike Hamlin, Chief (Date)
Grapevine Police Department

Cody Phillips, Chief (Date)
Haltom City Police Department

Steve Niekamp, Chief (Date)
Hurst Police Department

Dr. Karen Duncan, CEO (Date)
JPS Health Network

Brad Fortune, Chief (Date)
Keller Police Department

Mike Holguin, Chief (Date)
Kennedale Police Department

J.T. Manoushagian, Chief (Date)
Lake Worth Police Department

Steve Carpenter, Chief (Date)
Lakeside Police Department

Tracy Aaron, Chief (Date)
Mansfield Police Department

Greg Minter, Chief (Date)
Mansfield ISD Police Department

Mike Young, Chief (Date)
North Richland Hills Police Department

Jon C. Coulter, Chief (Date)
Pantego Police Department

Brad Anderson, Chief (Date)
Pelican Bay Police Department

Kimberly Sylvester, Chief (Date)
Richland Hills Police Department

Charles Stewart, Chief (Date)
River Oaks Police Department

Russell Ragsdale, Chief (Date)
Saginaw Police Department

James Burchfield, Chief (Date)
Sansom Park Police Department

James Brandon, Chief (Date)
Southlake Police Department

Phil Sorrells, District Attorney (Date)
Tarrant County District Attorney's Office

Bill Waybourn, Sheriff (Date)
Tarrant County Sheriff's Office

Robert Parker, Chief (Date)
Watauga Police Department

Shannon Martinez, Chief (Date)
Westover Hills Police Department

Kevin Reaves, Chief (Date)
Westworth Village Police Department

Christopher Cook, Chief (Date)
White Settlement Police Department

Julie Evans, CEO (Date)
Alliance For Children



To: City Council
From: Larry Hoover CPM
Director of Public Works
Date: January 2, 2024

Approve a Professional Services Agreement (PSA) with Freeze and Nichols, Inc. for the update of the wastewater master-plan in the amount of \$281,000.00.

The master-plan for utilities is a working document that guides the utility operators. It provides valuable information on the system's condition, capacity, and operation. This is the very information that will allow for proper funding of maintenance operations and capital improvements that are vital to the life and service of the system in its entirety. The Items in the PSA will perform a complete analysis of our wastewater system to create recommendations on maintenance and capital improvements for the next many years. The project will take 14 months to complete, taking us into the next budget year. This year's budget has a line item for this project at \$244,000; staff intends to budget the remaining \$37,000.00 in next year's budget to complete the multiyear project!

Staff recommends approval

Larry Hoover CPM
Director of Public Works

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of White Settlement, TX (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Wastewater Master Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement for time and materials in accordance with Attachment CO – Compensation which is attached and made a part of this Agreement. FNI shall perform professional services under this Agreement for a not to exceed fee of \$281,000.00.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is December 20, 2023.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF WHITE SETTLEMENT, TX

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By: Mazen H. Kawasmi
Name: Mazen H. Kawasmi, PE
Title: Vice President
Date: December 20, 2023
Attest: Stephanie Stephenson

SCOPE OF SERVICES AND RESPONSIBILITIES OF CLIENT

PROJECT UNDERSTANDING:

Freese and Nichols, Inc. (ENGINEER) understands that the City of White Settlement is engaging professional engineering services to perform a Wastewater Master Plan Update. This project involves capacity planning to address population growth, regulatory compliance, and system optimization. Scope elements include the development of population projections for 5-year, 10-year, and buildout conditions; hydraulic model development and analyses; updating the wastewater system capital improvements plans (CIP); and development of a Wastewater Master Plan Report.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

TASK A: PROJECT MANAGEMENT, COLLABORATION, AND DATA ANALYSIS

A1. ADMINISTRATION AND DOCUMENT CONTROL

ENGINEER will perform general administration duties with the project, including progress monitoring, scheduling, general correspondence, office administration, and invoicing. ENGINEER will establish document control procedures to ensure proper recordkeeping and retrieval.

A2. MONTHLY PROGRESS REPORTS

Monthly Status Reports and Schedule Updates: A Monthly Status Report will be submitted, summarizing progress against specific tasks and scheduled tasks to be accomplished in the upcoming month; outlining key decisions that will require input from, or discussion with, City staff; and listing any unresolved problems or issues.

A3. INFORMAL COLLABORATION WITH CITY STAFF

ENGINEER will meet with City staff monthly through in-person meetings, conference calls, videoconferences, and informal training sessions. These meetings will be in addition to the more formal milestone meetings where general project status is discussed. The purpose of these meetings are to collaborate with the City on any concerns or issues concerning results, recommendations, or any questions the City may have. These meetings may occur virtually or in person. The frequency of collaboration may vary based on the project phase, but it is anticipated that 2 hours monthly will be designated for these activities for the ENGINEER project team.

A4. PROJECT KICKOFF MEETING

ENGINEER will conduct a project kickoff meeting with the City to discuss the project scope and schedule. A data request memorandum will be presented and discussed.

A5. DATA COLLECTION AND REVIEW

ENGINEER will prepare a data request memorandum summarizing data needs for the project. ENGINEER will obtain and review existing and wastewater collection system databases, reports, previous developer plans, and studies developed for or by the City.

ENGINEER will also obtain and review the most current data on the existing water and wastewater systems, including the following:

- Latest GIS information
- Recent lift station data
- Utility billing meter data
- SCADA and other operational data
- Existing and future land-use mapping
- Work order history
- SSO reporting
- As-built drawings for recent or ongoing projects in construction

TASK B: POPULATION, NON-RESIDENTIAL, AND WASTEWATER LOAD PROJECTIONS

B1. POPULATION PROJECTIONS AND LAND USE ASSUMPTIONS MEETING WITH THE PLANNING DEPARTMENT

ENGINEER will meet with City staff to discuss population, non-residential acreage, and land use assumptions. Projected growth rates and redevelopment areas will be identified. ENGINEER will utilize information from the Future Land Use Plan to develop the 5-year, 10-year, and buildout planning period projections. ENGINEER and the Planning Staff will identify potential growth and redevelopment areas in the City's service area that are not reflected in the other studies.

B2. REVIEW AND UPDATE POPULATION PROJECTIONS AND LAND USE ASSUMPTIONS

ENGINEER will use the data provided by the City's as the basis for population and non-residential projections and make adjustments as needed based on feedback from City Planning Department staff. ENGINEER will refine the projections by NCTCOG Traffic Survey Zone and wastewater basin to distribute existing and future growth.

B3. REVIEW HISTORICAL WASTEWATER FLOW DATA AND DEVELOP PROJECTED FLOWS

Based on review of historical wastewater flow data, ENGINEER will review existing flow projection methodologies, including those previously developed for all the sewer basins and sub-basins to provide recommendations to update the design criteria for flow projections. ENGINEER will develop per-capita flow rates, non-residential usage factors, and infiltration and inflow allowances based on review of historical data.

B4. GEOCODE WATER BILLING METER DATA

ENGINEER will geocode recent water billing meter data to distribute existing wastewater flows and to locate major customers within the City.

B5. MEETING: POPULATION, LAND USE, AND DEMAND/FLOW PROJECTIONS

ENGINEER will conduct an in-person meeting with City staff to discuss population, non-residential acreage, and demand/flow projections. ENGINEER will present a presentation, tables, graphs, and maps of the projections.

TASK C: TEMPORARY FLOW MONITORING**C1. FLOW METER AND RAIN GAUGE SITE SELECTION AND INSTALLATION**

ENGINEER will identify up to twelve (12) locations in the existing system to conduct flow monitoring and locations for rainfall monitoring for use in calibration of the hydraulic model. ENGINEER will meet with the City to review the proposed locations. Flow monitoring provider will perform reconnaissance of the metering sites with City staff to determine the suitability for metering based on hydraulics and accessibility during rainfall periods.

C2. TEMPORARY FLOW MONITORING AND ANALYSIS

ENGINEER will perform temporary flow monitoring for sixty (60) days at up to twelve (12) locations and analyze gathered data. The flow and rainfall data will be collected at 5 or 15-minute intervals for both dry and wet weather flow periods. ENGINEER will coordinate with the City of Fort Worth for available billing meter information.

- 1) Determine flow meter basins and develop flow monitoring schematic.
- 2) Analyze flow data for sub-basins and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- 3) Develop hydrographs for dry and wet weather flow conditions.
- 4) Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- 5) Determine peak infiltration rates during high groundwater conditions, if possible.

C3. I/I CHARACTERIZATION AND RANKING

Flow data will be compared with rainfall data to determine amount of inflow and infiltration experienced during selected storm events. ENGINEER will utilize current and historical data to characterize the I/I in the wastewater collection system. Mapping will be developed for all of the flow meter basins to characterize and rank the basins by the amount of I/I entering the collection system. ENGINEER will compare current and existing I/I quantities across the collection system to identify areas where infiltration and inflow rates have increased or decreased.

C4. PERMANENT FLOW METER LOCATION RECOMMENDATIONS

ENGINEER will utilize results of temporary flow monitoring to evaluate potential permanent metering sites based on access, available power and telemetry needs. ENGINEER will develop recommendations for additional permanent flow meter locations.

C5. MEETING: FLOW MONITORING RESULTS

ENGINEER will conduct an in-person meeting with City staff to review the results of the temporary flow monitoring. ENGINEER will present a presentation, tables, graphs, and maps of the results.

TASK D: WASTEWATER MODEL DEVELOPMENT AND CALIBRATION**D1. REVIEW WASTEWATER SYSTEM GIS FOR DEVELOPING WASTEWATER MODEL**

ENGINEER will analyze wastewater system GIS information and historical mapping data to determine additional pipeline attribute data or connectivity corrections needed for wastewater model development including recently constructed lines that may not be included in the GIS.

D2. WASTEWATER FIELD DATA COLLECTION RECOMMENDATIONS

Upon completion of the GIS evaluation, ENGINEER will recommend areas out in the collection system for data collection. Field data collection will primarily consist of locating manholes and performing measure downs to fill in gaps for hydraulic model development. ENGINEER will not collect any data out in the field.

D3. SEWER BASIN, SUB-BASIN, AND SUBCATCHMENT GENERATION

ENGINEER will review and update sewer basin delineation using ground contour and system mapping. ENGINEER will develop sewer sub-basin delineation representing meter areas and geographical areas within each sewer basin that is more refined than the flow meter basin delineation. ENGINEER will generate subcatchments for each sewer sub-basin showing which areas feed into each sewer manhole within their respective flow meter basins. ENGINEER will develop a flow meter schematic showing which sewer basin and metered sub-basins feed into each sewer interceptor for model analysis and data output review.

D4. HYDRAULIC WASTEWATER MODEL DEVELOPMENT

ENGINEER will develop the wastewater model and utilize GIS data to include all applicable wastewater lines in the selected modeling software. ENGINEER will create an electronic shapefile of the City's water customers showing location and usage by assigning a spatial location to each meter through a process called geocoding. This information will be used as part of the model validation and verification process.

D5. STEADY STATE DRY WEATHER CALIBRATION

ENGINEER will select a dry weather calibration event to isolate projected flows as primarily domestic contributed flows. ENGINEER will perform dry weather calibration of the selected dry weather flow event using calibrated flow volume by adjusting antecedent conditions, per capita flows, diurnal curves and dry weather infiltration. ENGINEER shall prepare charts and profiles at selected calibration points showing metered vs. modeled dry weather calibration for field collected flows.

D6. STEADY STATE WET WEATHER CALIBRATION

ENGINEER will review the flow meter data and select a wet weather calibration storm event. ENGINEER will perform wet weather calibration using selected wet weather flow events using calibrated peak I/I. ENGINEER will adjust model parameters to calibrate to field collected flows. ENGINEER will prepare charts and profiles at selected calibration points showing metered vs. modeled wet weather calibration results.

D7. DESIGN STORM EVALUATION

ENGINEER will evaluate design storms and develop recommendations on design storms using return period and storm intensity for individual sewer basins and interceptors, based on level of service recommendations using existing available data.

D8. MEET WITH CITY TO REVIEW WASTEWATER MODEL AND CALIBRATION

ENGINEER will conduct an in-person meeting with the City to discuss the hydraulic model development, model calibration, and design storm evaluation. ENGINEER will present a presentation, tables, graphs, and maps of the updates, calibration results, and design storm assessment.

TASK E: WASTEWATER SYSTEM MODELING AND PERFORMANCE ANALYSIS**E1. DESIGN CRITERIA AND LEVEL OF SERVICE EVALUATION**

ENGINEER will evaluate and recommend wastewater system planning criteria, including design flows, minimum and maximum pipeline velocities, TCEQ requirements and surcharging guidelines. The criteria will determine the level of service and what surcharging, if any, is allowed, minimum and maximum velocity constraints, etc. Criteria will be developed for overall master planning purposes, development reviews, and environmentally sensitive areas.

E2. WASTEWATER SYSTEM CAPACITY EVALUATION

ENGINEER will run the calibrated wastewater model with design storm(s) and identify existing surcharging and overflow locations and other capacity/restriction issues. This will provide the baseline evaluation of where the collection systems currently has issues. This task will establish critical projects that will be included in the CIP. ENGINEER will perform the capacity evaluation on the existing and future collection system using the flows developed in Task B. ENGINEER will prepare mapping and model results showing all surcharging and overflow locations by magnitude and locations. ENGINEER will categorize manholes by overflow amounts during design storm and sewer line surcharging by amounts during design event(s).

E3. DEVELOP WASTEWATER SYSTEM IMPROVEMENT ALTERNATIVES TO ADDRESS CAPACITY ISSUES

Using the model results, ENGINEER will develop improvements to eliminate excessive surcharging and overflows in the collection system. ENGINEER will prioritize rehabilitation areas based on flow monitoring results and operational data to help reduce infiltration/inflow. ENGINEER will develop mapping showing recommended improvements.

E4. WASTEWATER SYSTEM HYDRAULIC ANALYSIS AND IMPROVEMENT ALTERNATIVES MEETING

ENGINEER will develop an alternatives solution for capacity related issues and meet with City Staff to assess and evaluate future hydraulic/operational improvements to solve deficiencies based on costs, benefits, and ability for projects to be permitted.

TASK F: WASTEWATER SYSTEM RISK BASED ASSESSMENT (RBA)

F1. UPDATE RBA PARAMETERS

ENGINEER will meet with the City to discuss risk based renewal prioritization strategies and to define level of service expectations for each asset type. Goals of this meeting are to:

- Identify condition variables (pipe material, age, maintenance history, etc.) and components (structural, mechanical, electrical, etc.) for each facility type (pump station and storage) and pipelines.
- Identify criticality variables (capacity provided, line size and access issues, redundancy, etc.) for each facility type (pump station and storage) and pipelines.
- Identify scoring parameters within each variable.
- Identify scoring system and relative weight factors of each component.
- Review scoring system methodology.

F2. GEOCODE WORK ORDER DATA

ENGINEER will obtain historical work order data from their City staff and other City kept data. ENGINEER will then geocode the data to assign to the relevant pipeline or manhole. Data items include SSOs, stoppages, cleaning schedule, CCTV (if available) and other associated information. Mapping will be prepared to highlight areas with more frequent maintenance required and develop rehabilitation recommendations.

F3. WASTEWATER SYSTEM LIFT STATION ASSESSMENT USING HISTORICAL SITE VISIT DATA

ENGINEER will utilize the City's previous lift station assessment reports to determine what components are still in need of replacement and repair. ENGINEER will provide updated cost estimates for completion of the outstanding items. This task does not include a full team assessment of the existing lift station facilities at this time.

F4. ASSESS CONDITION OF WASTEWATER PIPING

ENGINEER will develop the coarse scoring system and ranges for the parameters defined in Task F1 and assign a condition score to each pipe segment.

F5. ASSIGN CRITICALITY TO FACILITIES AND PIPELINES

ENGINEER will evaluate the criticality of facilities and pipeline segments by assessing the capacity provided, accessibility, and system redundancy among other factors. Assign a criticality score to each pipeline segment and each facility. Wastewater pipeline segments are defined as the span between manholes.

F6. DEVELOP PRIORITIZATION SCORING SYSTEM CRITERIA AND ASSIGN OVERALL RISK SCORE

In consultation with City staff, ENGINEER will develop prioritization scoring system criteria. Scoring system for the condition of facilities based on several criteria such as pipeline diameter, material, age, capacity, history of repairs, criticality, etc., would be used to prioritize projects. For above ground facilities, some of the criteria might include mechanical, site, structural, etc. Assign an overall risk score to each facility and pipeline segment.

F7. PRIORITIZE RENEWAL PROJECTS WITH BUSINESS CASES

ENGINEER will utilize scoring system to prioritize recommended renewal actions for assets with high risk scores. Renewal projects will be prioritized based on results of the scoring system assessment and include the following:

- Select threshold/trigger for inclusion in CIP
- Evaluate renewal actions including replacement, rehabilitation, further inspection, etc.
- Define CIP categories including:
 - Appurtenance replacement
 - Facility and pipeline rehabilitation
 - Facility and pipeline replacement
- Prepare business cases for each high-risk project

F8. MEETING ON RESULTS OF RBA SCORING ANALYSIS

ENGINEER will conduct a workshop with City Staff to discuss the results of the condition, criticality, and overall risk scoring analysis and recommendations for pipelines and facilities.

TASK G: WASTEWATER CAPITAL IMPROVEMENT PLAN AND MASTER PLAN REPORT**G1. DEVELOP DRAFT CAPITAL IMPROVEMENT PLAN (CIP) COSTS, SCHEDULE, AND MAPPING**

ENGINEER will develop a Capital Improvements Plan based on capacity and renewal needs. Costs for each proposed project will be developed in Year 2024 dollars, including engineering and contingencies. Large-scale system-wide maps will be produced showing proposed projects, costs, capacity triggers, and recommended in-service dates of proposed projects. ENGINEER will also prepare a one-page summary for each project, including a detailed description, issue, project map with planning level alignment, cost, proposed capacity trigger, and justification.

G2. MEET WITH CITY STAFF TO REVIEW THE DRAFT CAPITAL IMPROVEMENT PLAN

ENGINEER will meet in person with City staff to discuss the draft CIP and project phasing. ENGINEER will present a presentation, tables, graphs, and maps of the draft CIP, and other applicable data.

G3. REVISE CIP AND PREPARE DRAFT MASTER PLAN REPORT

ENGINEER will make the required adjustments to the CIP and prepare a draft Master Plan Report summarizing the wastewater flow projections, model development and calibration, existing and future

system analysis, and CIP development. ENGINEER will deliver three (3) hard copies and one (1) electronic PDF file of the draft report to the City.

G4. MEET WITH CITY STAFF TO REVIEW DRAFT REPORT

ENGINEER will meet in person with the City to discuss the draft report. ENGINEER will solicit comments to be incorporated into the final report.

G5. REVISE MASTER PLAN REPORT TO INCORPORATE COMMENTS AND FINALIZE

ENGINEER will revise the report based on comments from the City and submit five (5) final hard copies and one (1) electronic copy in PDF format of the Master Plan Report.

G6. PUBLIC PRESENTATIONS

ENGINEER will conduct up to two (2) presentations with City Council to provide updates and recommendations on the Wastewater Master Plan. ENGINEER will coordinate with City Staff prior to the Council presentations for review and approval of items to be presented.

G7. MEET WITH CITY AND FORT WORTH WATER UTILITY ON WASTEWATER CIP AND FUTURE NEEDS

ENGINEER will meet with the City and the Fort Worth Water Utility to discuss future wastewater capacity needs.

WASTEWATER MASTER PLAN DELIVERABLES

- All electronic project files including flow monitoring data, projections, and shapefiles
- Meeting minutes and materials
- Calibrated hydraulic model with future system scenarios (if desired)
- Wastewater Capital Improvements Program GIS files
- Master Plan Report

ARTICLE II

TIME OF COMPLETION: TIME OF COMPLETION: It is anticipated that project will be completed within fourteen (14) months from the project kickoff meeting date.

If ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to ENGINEER, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ARTICLE III

RESPONSIBILITIES OF CLIENT: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Client recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the Client or Contractor, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the Client budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Client shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Client shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Client.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Client may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by

Contractor(s), such auditing service as Client may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Client may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

- J. Give prompt written notice to FNI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- K. Bear all costs incident to compliance with the requirements of this Article III.

ARTICLE IV

DESIGNATED REPRESENTATIVES: FNI and Client designate the following representatives:

Client's Designated Representative – Larry Hoover

213 Meadow Park Drive
White Settlement, TX 76108
817-246-4971, ext. 265
lhoover@wstx.us

FNI's Designated Representative – Andrew Franko

801 Cherry Street, Suite 2800
Fort Worth, TX 71602
817-735-7354
asf@freese.com

FNI's Accounting Representative – Lisa Broussard

12770 Merit Drive, Suite 900
Dallas, TX 75251
972-331-6021
lisa.broussard@freese.com

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Two Hundred Eighty One Thousand Dollars (\$281,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	98	172
Professional 2	126	196
Professional 3	140	308
Professional 4	161	354
Professional 5	228	396
Professional 6	249	466
Construction Manager 1	116	158
Construction Manager 2	123	196
Construction Manager 3	147	200
Construction Manager 4	175	249
Construction Manager 5	210	294
Construction Manager 6	280	347
Construction Representative 1	81	88
Construction Representative 2	102	116
Construction Representative 3	130	186
Construction Representative 4	130	186
CAD Technician/Designer 1	88	119
CAD Technician/Designer 2	105	193
CAD Technician/Designer 3	151	245
Corporate Project Support 1	74	154
Corporate Project Support 2	84	217
Corporate Project Support 3	105	319
Intern / Coop	56	95

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	
	Small Format (per copy)	\$0.10	\$0.25	Valve Crew Vehicle (hour) \$75
	Large Format (per sq. ft.)			Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Water Quality Meter (per day) \$100
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Microscope (each) \$150
	Vinyl / Adhesive	\$1.50	\$2.00	Pressure Recorder (per day) \$100
				Ultrasonic Thickness Gauge (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Coating Inspection Kit (per day) \$275
	Binding (per binding)	\$0.25		Flushing / Cfactor (each) \$500
				Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

350082023

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate
5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



**WHITE SETTLEMENT POLICE DEPARTMENT
EXTERNAL CORRESPONDENCE MEMORANDUM
INFORMAL REPORT TO MAYOR AND COUNCIL**

TO: WHITE SETTLEMENT CITY COUNCIL
FROM: CHRISTOPHER COOK, CHIEF OF POLICE
REF: RESOLUTION FOR MUTUAL AID AGREEMENT
DATE: DECEMBER 14, 2023

ISSUE

The City of White Settlement needs to re-authorize by resolution two agreements with neighboring “Greater DFW law enforcement agencies.” The two agreements were last approved in 2003.

DISCUSSION

The White Settlement Police Department is a participating agency with the Greater DFW area as it relates to providing mutual aid assistance and adhering to the inter-jurisdictional pursuit agreement. These two agreements are in need of renewal, as the mutual aid agreement was last authorized and signed on January 14, 2003 and the pursuit agreement was last authorized and signed on January 15, 2003.

These agreements provide reciprocal assistance from member agencies in the event that our city needs mutual aid assistance.

ACTION

The police department would recommend approval of both agreements.

COSTS

None.

ADDITIONAL INFORMATION

Attached:
Mutual Aid Agreement
Resolution for Mutual Aid Agreement
Inter-Jurisdictional Pursuit Agreement
Greater DFW Participating Agencies List

STAFF CONTACT(S)

Christopher Cook
Chief of Police
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Jeffrey James
City Manager
817-246-4971
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**HONOR | SERVICE | INTEGRITY
EXCELLENCE IN EVERYTHING WE DO**

RESOLUTION NO. _____

A resolution of the City Council of the City of White Settlement, Texas to form a Regional Law Enforcement Mutual Aid Task Force Agreement with other area law enforcement agencies for the purpose of providing and receiving law enforcement assistance; authorizing participation; providing signatory authority; and providing an effective date.

WHEREAS, the City of White Settlement desires to contribute to the protection and safety of citizens in this City and in surrounding communities; and

WHEREAS, the legislature has authorized the formation of interlocal assistance agreements between and among the cities and their law enforcement agencies; and

WHEREAS, the City of White Settlement wishes to participate in an interlocal assistance agreement among local law enforcement agencies in the greater Dallas-Ft. Worth North Texas area for the purpose of providing and receiving law enforcement assistance; and

WHEREAS, the White Settlement Police Department and other local law enforcement agencies have tentatively approved an Interlocal assistance agreement to be known as the Greater Dallas– Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement; and

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

SECTION 1. That the City Manager is hereby authorized to execute the attached “Greater Dallas-Fort Worth Regional Law Enforcement Mutual Aid Task Force Agreement.”

SECTION 2. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of White Settlement, and it is accordingly so resolved.

Passed and Approved this 2nd day of January, 2024.

Faron Young
Mayor

ATTEST:

Amy Arnold, TRMC, CMC
City Secretary

**GREATER DALLAS-FORT WORTH REGIONAL
LAW ENFORCEMENT MUTUAL AID TASK FORCE
AGREEMENT**

1. Preamble:

WHEREAS, the governmental entities which are parties to this agreement desire to form a law enforcement mutual aid task force to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force and violence or threatened violence by groups of three or more persons; and,

WHEREAS, Chapter 791, et. seq. of the Texas Government Code authorizes local government entities to enter into Interlocal Contracts and Section 362.002 of the Texas Local Government Code specifically authorizes Mutual Aid Task Force agreements such as this agreement;

NOW, THEREFORE, it is mutually agreed by the parties hereto to enter into this Agreement upon the following terms:

2. Definitions:

The following terms shall have the following meanings when used in this Agreement:

“Law Enforcement Officer” means any commissioned peace officer as defined under the Texas Code of Criminal Procedure.

“Member” means any local government entity, including the Dallas-Fort Worth International Airport Board (hereinafter “DFW Airport”), which is a party to this Agreement.

“Chief Law Enforcement Officer” means the Chief of Police or the Director of Public Safety of a municipality or DFW Airport, or the Sheriff of a County.

“Requesting Member” means a member who requests law enforcement assistance from another member under this Agreement.

“Responding member” means a member to whom a request for assistance is directed by a requesting member under this Agreement.

3. Name:

The members hereby form a mutual aid law enforcement task force to be named the Greater Dallas-Forth Worth Regional Law Enforcement Mutual Aid Task Force (hereinafter "Task Force").

4. Purpose:

The purpose of the Task Force is to cooperate in the investigation of criminal activity; enforcement of the laws of this State; and, to protect health, life and property from riot, disaster, threat of concealed explosives, unlawful assembly characterized by force, and violence or threatened violence by groups of three or more persons.

5. Request for Assistance:

Any request for assistance under this Agreement shall, when reasonably possible, include a statement of the amount and type of equipment and number of law enforcement personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. However, the amount and type of equipment and number of personnel actually furnished by a responding member shall be determined by the responding member's chief law enforcement officer or his designee.

6. Response to Request for Assistance:

Responding members will assign law enforcement officers to perform law enforcement duties outside the responding member's territorial limits, but within the territorial limits of a requesting member, subject to the responding member's determination of availability of personnel and discretion when:

A. Such assignment is requested by the chief law enforcement officer or his designee, of a requesting member, and

B. The chief law enforcement officer, or his designee, of the responding member has determined, in his sole discretion, that the assignment is necessary to fulfill the purposes of this agreement in providing police protection and services within the territorial limits of the requesting member.

7. Operational control:

All personnel of the responding member shall report to the requesting member's officer in tactical control at the location to which said law enforcement personnel have been dispatched and shall be under the operational command of the requesting member's chief law enforcement officer or his designee.

8. Release:

Law Enforcement Officers of the responding member will be released by the requesting member when their services are no longer necessary.

9. Withdrawal from Response:

The chief law enforcement officer, or his designee, of the responding member, in his sole discretion, may at any time withdraw the personnel and equipment of the responding member or discontinue participation in any activity initiated pursuant to this Agreement.

10. Qualifications of Office and Oath:

While any law enforcement officer regularly employed by a responding member is in the service of the requesting member under this Agreement, said law enforcement officer shall be deemed to be a peace officer of the requesting member and be under the command of the requesting member's chief law enforcement officer with all powers of a law enforcement officer of the requesting member as if said law enforcement officer were within the territorial limits of the governmental entity where said officer is regularly employed. The qualifications of office of said law enforcement officers where regularly employed shall constitute his or her qualifications for office within the territorial limits of the requesting member and no additional oath, bond or compensation shall be required.

11. Right to Reimbursement:

Each party to this agreement, when providing services of personnel as a responding party, expressly waives the right to receive reimbursement for services performed or equipment utilized under this Agreement even though a request for such reimbursement may be made pursuant to Chapter 362 of the Texas Local Government Code.

12. Officer Benefits:

Any law enforcement officer or other police personnel assigned to the assistance of another member pursuant to this Agreement shall receive the same wage, salary, pension, and all other compensation in all other rights of employment in providing such service, including injury, death benefits and worker compensation benefits and well as any available insurance, indemnity or litigation defense benefits. Said benefits shall be the same as though the law enforcement officer or personnel in question had been rendering service within the territorial limits of the member where he or she is regularly employed. All wage and disability payments, including worker compensation benefits, pension payments, damage to equipment, medical expenses, travel, food and lodging shall be paid by the member which regularly employs the officer providing service pursuant to this Agreement in the same manner as though such service had been rendered within the limits of the member where such person or law enforcement officer is

regularly employed. Each responding member shall remain responsible for the payment of salary and benefits as well as for legal defense of the responding member's officers or personnel when acting pursuant to this agreement.

13. Liability:

In the event that any person performing law enforcement services pursuant to this Agreement shall be named or cited as a party to any civil claim or lawsuit arising from the performance of their services, said person shall be entitled to the same benefits from their regular employer as they would be entitled to receive if such similar action or claim had arisen out of the performance of their duties as a member of the department where they are regularly employed and within the jurisdiction of the member by whom they are regularly employed. The Members hereby agree and covenant that each Member shall remain solely responsible for the legal defense and any legal liability due to the actions of an officer or other personnel regularly employed by said member. Nothing herein shall be construed to expand or enlarge the legal liability of a Member for any alleged acts or omissions of any employee beyond that which might exist in the absence of this Agreement. Nothing herein shall be construed as a waiver of any legal defense of any nature whatsoever to any claim against a Member or against an officer or employee of a Member.

14. Waiver of Claims:

Each party of this Agreement to its members respectively waives all claims against each and every other party or member for compensation from any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement even though such alleged damage may have or is alleged to have occurred as a result of alleged negligent or other tortious conduct of any party to this Agreement.

15. Immunity Not Waived:

The parties hereto expressly do not waive any immunity or other defenses to any civil claims with the execution of this agreement. It is understood and agreed that, by executing this Agreement, no party or member hereto waives, nor shall be deemed hereby to waive, any immunity or defense which otherwise is available in claims arising which are signs of or connection with, any activity conducted pursuant to this Agreement.

16. Venue:

Each party to this Agreement agrees that if legal action is brought under this Agreement, the venue shall lie in the county in which the defendant member is located, and if located in more than one county, then it shall lie in the county in which the principal offices of said defendant member are located. The Parties hereby stipulate and agree that this Agreement is to be construed and applied under Texas law.

17. Arrest Authority Outside Primary Jurisdiction:

It is expressly agreed and understood that a law enforcement officer employed by a responding party who performs activities pursuant to this Agreement may make arrests outside the jurisdiction in which said officer is regularly employed, but within the area covered by this Agreement; provided, however, that the law enforcement agency of the requesting jurisdiction and/or the jurisdiction in which the arrest is made shall be notified of such arrest without unreasonable delay. The police officers employed by the parties to this Agreement shall have such investigative or other law enforcement authority in the jurisdictional area encompassed by the members, collectively, to this Agreement as is reasonable and proper to accomplish the purposes for which a request for mutual aid assistance is made pursuant to this Agreement.

18. Clauses Severable:

The provisions of this Agreement are to be deemed severable such that should any one or more of the provisions or terms contained in this Agreement be, for any reason, held to be invalid, illegal, void, or unenforceable; such holding shall not affect the validity of any other provision or term herein and the agreement shall be construed as if such invalid, unenforceable, illegal or void provision or term did not exist.

19. Termination:

Any Party to this Agreement may terminate its participation or rights and obligations as a Party by providing thirty (30) days written notice via certified mail to the Chief Law Enforcement Officer of every other Party. Should one Party terminate its participation in, or withdraw from, this Agreement, such termination or withdrawal shall have no effect upon the rights and obligations of the remaining Parties under this Agreement.

20. Effective Date:

This Agreement becomes effective immediately upon the execution by the Parties hereto and continues to remain in effective until terminated pursuant to Section 19 above.

21. Modification:

This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains the complete agreement of the parties hereto and any oral modifications, or written amendments not incorporated to the Agreement, shall be of no force or effect to alter any term or condition herein.

22. Execution of Agreement:

This Agreement shall be executed by the duly authorized official of the respective Parties pursuant to approving resolutions of the governing body of the respective units of local government. Copies of said approving resolutions shall be attached hereto and made a part hereof. This agreement may be executed in multiple original copies by the respective Parties.

23. Compliance with Law:

The Parties shall observe and comply with all applicable Federal, State and Local laws, rules, ordinances and regulations that affect the provision of services provided herein.

24. Interjurisdictional Pursuit Agreement:

The Parties hereto expressly understand and agree that this agreement does not in any way modify or restrict the procedures or guidelines which are followed by any law enforcement agency or Member pursuant to the Inter-Jurisdictional Pursuit Policy Agreement to which some Members or their law enforcement agencies, may be parties. To the extent any provision of, or action taken pursuant to, the Inter-Jurisdictional Pursuit Policy Agreement may be construed to conflict with the terms and conditions of this Agreement, the terms of the Inter-Jurisdictional Pursuit Policy Agreement shall control as to those particular actions.

25. Coordinating Agency.

The Parties hereby agree that the City of Highland Park Department of Public Safety shall served as the Coordinating Agency of the Agreement. The Chief Law Enforcement Officer, or his designee, of said Coordinating Agency shall maintain on file executed originals of this Agreement, related resolutions or orders of the Parties and other records pertaining to this Agreement. Said Coordinating Agency shall notify all members of the identity of the current Parties hereto every twelve (12) months.

Executed and entered into on this _____ day of _____, 2022 by:

Member Agency:_____

Authorized official:_____

Printed name:_____

Title: _____

Date of governing body approving resolution: _____

<u>MUTUAL AID</u>	<u>Executed</u>	<u>RESOLUTION</u>	<u>Executed</u>	<u>PURSUIT</u>	<u>Date Signed</u>
Addison PD	3/14/2003	Addison PD	3/11/2003	Addison PD	12/3/2002
Allen PD	10/22/2002	Allen PD	10/22/2002	Allen PD	10/22/2002
Alvarado PD	10/22/2002	Alvarado PD	10/21/2002	Alvarado PD	10/22/2002
Alvarado ISD PD	9/12/2022	Alvarado ISD PD	9/12/2022	Alvarado ISD PD	8/31/2022
Argyle PD	12/16/2013	Argyle PD	12/16/2013	Argyle PD	7/10/2023
Argyle ISD PD	12/16/2013	Argyle ISD PD	12/16/2013	Argyle ISD PD	12/16/2013
Arlington PD	11/19/2002	Arlington PD	11/19/2002	Arlington PD	11/19/2002
Aubrey PD	1/19/2016	Aubrey PD	1/19/2016	Aubrey PD	1/19/2016
Azle PD	04/15/2003	Azle PD	04/15/2003	Azle PD	04/16/2003
Balch Springs PD	5/12/2006	Balch Springs PD	5/8/2006	Balch Springs PD	5/12/2006
Bartonville PD	12/17/2013	Bartonville PD	12/17/2013	Bartonville PD	7/28/2017
Bedford PD	10/22/2002	Bedford PD	10/22/2002	Bedford PD	10/30/2002
Bells PD	9/11/2002	Bells PD	10/8/2002	Bells PD	9/11/2002
Blue Mound PD	11/19/2002	Blue Mound PD	11/19/2002	Blue Mound PD	10/29/2002
Boyd PD	2/7/2012	Boyd PD	2/7/2012	Boyd PD	2/10/2012
Bridgeport PD	5/6/2003	Bridgeport PD	5/6/2003	Bridgeport PD	5/6/2003
Burleson PD	10/24/2002	Burleson PD	10/24/2002	Burleson PD	9/27/2002
Carrollton PD	04/01/2003	Carrollton PD	04/01/2003	Carrollton PD	10/16/2002
Cedar Hill PD	9/10/2002	Cedar Hill PD	9/10/2002	Cedar Hill PD	10/15/2002
Cedar Hill ISD PD	10/12/2004	Cedar Hill ISD PD	10/12/2004	Cedar Hill ISD PD	10/12/2004
Celina PD	11/9/2004	Celina PD	11/9/2004	Celina PD	11/9/2004
Celina ISD	4/19/2016	Celina ISD	4/18/2016		
Cleburne PD	9/29/2003	Cleburne PD	9/23/2003	Cleburne PD	9/29/2003
Cockrell Hill PD	2/12/2003	Cockrell Hill PD	2/11/2003	Cockrell Hill PD	11/5/2005
Colleyville PD	11/6/2002	Colleyville PD	11/6/2002	Colleyville PD	11/6/2002
Collin Co. College Dist.	11/22/2005	Collin Co. College Dist.	11/22/2005		
Collin Co. SO	1/28/2003	Collin Co. SO	12/20/2002	Collin Co. SO	1/17/2003
Collinsville PD	10/14/2002	Collinsville PD	10/14/2002	Collinsville PD	10/17/2002
Coppell PD	9/24/2002	Coppell PD	9/24/2002	Coppell PD	9/24/2002
Corinth PD	11/6/2008	Corinth PD	11/6/2008	Corinth PD	11/6/2008
Corsicana PD	10/1/2002	Corsicana PD	10/1/2002		
Crowley PD	4/1/2004	Crowley PD	4/1/2004	Crowley PD	4/19/2004
Dallas PD	6/27/2003	Dallas PD	6/11/2003	Dallas PD	1/14/2004
DCCC District PD	5/3/2018	DCCC District PD	5/3/2018		
Dallas Co. SO	11/26/2006	Dallas Co. SO	11/21/2006	Dallas Co. SO	11/11/2003
Dallas Co. Constable	9/16/2002				
Dalworthington Gardens	9/19/2002	Dalworthington Gardens	9/19/2002		
Decatur PD	3/24/2003	Decatur PD	3/24/2003	Decatur PD	3/28/2003
Denison PD	10/21/2002	Denison PD	10/21/2002	Denison PD	10/30/2002
Denton PD	9/17/2002	Denton PD	9/17/2002	Denton PD	9/17/2002
Denton Co. S.O.	7/17/2007	Denton Co. SO	7/17/2007	Denton Co. SO	7/17/2007
Denton Co. Water Dist PD	2/20/2020	Denton Co. Water Dist PD	2/20/2020	Denton Co. Water Dist PD	2/20/2020
Desoto PD	10/1/2002	Desoto PD	10/1/2002	Desoto PD	10/2/2002
DFW Internat'l Airport	1/23/2007	DFW Internat'l Airport	12/8/2006	DFW Internat'l Airport	3/20/2008
Double Oak PD	2/17/2004	Double Oak PD	2/17/2004	Double Oak PD	2/17/2004
Duncanville PD	10/1/2002	Duncanville PD	10/1/2002	Duncanville PD	9/19/2002
Eules PD	9/24/2002	Eules PD	9/24/2002	Eules PD	9/24/2002
Fairview PD	5/4/2004	Fairview PD	5/4/2004	Fairview PD	5/4/2004
Farmers Branch PD	12/13/2002	Farmers Branch PD	11/18/2002	Farmers Branch PD	10/15/2002
Ferris PD	10/30/2008	Ferris PD	10/30/2008	Ferris PD	10/30/2008
Flower Mound PD	3/17/2003	Flower Mound PD	3/17/2003	Flower Mound PD	3/17/2003
Forest Hills PD	12/14/2006	Forest Hills PD	12/14/2006		
Ft. Worth PD	10/27/2003	Ft. Worth PD	10/21/2003		
Frisco PD	11/18/2002	Frisco PD	11/5/2002	Frisco PD	5/16/2008
Garland PD	3/2/2004	Garland PD	3/2/2004	Garland PD	2/20/2004
Glen Heights PD	5/6/2003	Glen Heights PD	5/6/2003	Glenn Heights PD	4/24/2003
Godley PD	7/5/2022	Godley PD	7/5/2022	Godley PD	7/5/2022
Grand Prairie PD	9/19/2002	Grand Prairie PD	9/17/2002	Grand Prairie PD	9/23/2002
Grandview PD	7/20/2023	Grandview PD	9/7/2023	Grandview PD	7/20/2023
Grapevine PD	9/17/2002	Grapevine PD	9/23/2002	Grapevine PD	9/17/2002
<u>MUTUAL AID</u>	<u>Executed</u>	<u>RESOLUTION</u>	<u>Executed</u>	<u>PURSUIT</u>	<u>Date Signed</u>
Greenville PD	10/22/2002	Greenville PD	10/22/2002	Greenville PD	10/23/2002

Haltom City PD	8/25/2003	Haltom City PD	8/25/2003	Haltom City PD	8/28/2003
Heath PD	10/3/2002	Heath PD	10/3/2002		
Hickory Creek PD	12/4/2003	Hickory Creek PD	12/13/2003	Hickory Creek PD	12/9/2003
Highland Park DPS	9/3/2002	Highland Park DPS	9/3/2002	Highland Park DPS	9/3/2002
Highland Village PD	1/14/2003	Highland Village PD	1/14/2003	Highland Village PD	1/28/2003
Hudson Oaks PD	3/27/2003	Hudson Oaks PD	3/27/2003	Hudson Oaks PD	3/28/2003
Hurst PD	05/21/2003	Hurst PD	05/21/2003	Hurst PD	05/20/2003
Hutchins PD	5/17/2010	Hutchins PD	5/17/2010		
Irving PD	10/10/2002	Irving PD	10/10/2002	Irving PD	9/27/2002
Johnson Co SO	8/8/2022	Johnson Co SO	8/8/2022	Johnson Co SO	8/8/2022
Joshua PD	8/12/2003	Joshua PD	8/12/2003	Joshua PD	8/12/2003
Joshua ISD PD	8/14/2023				
Justin PD	8/13/2012	Justin PD	8/13/2012	Justin PD	8/13/2012
Keene PD	3/16/2023	Kenne PD	3/16/2023	Keene PD	3/21/2023
Keller PD	10/1/2002	Keller PD	10/1/2002	Keller PD	10/24/2002
Kennedale PD	8/28/2003	Kennedale PD	8/28/2003	Kennedale	8/18/2003
Lake Dallas PD	6/10/2005	Lake Dallas PD	6/9/2005	Lake Dallas PD	6/14/2005
Lake Worth PD	10/9/2002	Lake Worth PD	10/8/2002	Lake Worth PD	10/11/2002
Lancaster PD	9/23/2002	Lancaster PD	9/23/2002	Lancaster PD	10/16/2002
Lavon Marshal's Office	11/18/2005	Lavon Marshal's Office	11/15/2005		
Lavon PD	11/21/2005	Lavon PD	11/15/2005		
Little Elm PD	12/1/2015	Little Elm	12/1/2015	Little Elm PD	12/14/2006
Lewisville PD	3/3/2003	Lewisville PD	3/3/2003	Lewisville PD	3/3/2003
Mansfield PD	5/26/2015	Mansfield PD	5/26/2015	Mansfield PD	5/26/2015
McKinney PD	11/19/2002	McKinney PD	11/19/2002	McKinney PD	5/11/2004
Melissa PD	12/14/2004	Melissa PD	12/14/2004	Melissa PD	12/14/2004
Mesquite PD	11/8/2002	Mesquite PD	11/4/2002	Mesquite PD	11/11/2002
Murphy PD	7/7/2003	Murphy PD	08/04/2003	Murphy PD	7/7/2003
Northlake PD	4/14/2005	Northlake PD	4/14/2005	Northlake PD	1/6/2011
North Richland Hills	2/24/2003	North Richland Hills	2/24/2003	North Richland Hills	5/2/2003
Ovilla PD	11/9/2015	Ovilla PD	11/9/2015	Ovilla PD	11/12/2015
Pantego PD	11/11/2002	Pantego PD	11/11/2002	Pantego PD	11/7/2002
Parker PD	8/9/2005	Parker PD	8/9/2005	Parker PD	8/9/2005
Pecan Hill PD	5/16/2006	Pecan Hill PD	5/16/2006	Pecan Hill PD	2/20/2007
Pilot Point PD	9/14/2023			Pilot Point PD	9/14/2023
Plano PD	9/20/2002	Plano PD	9/23/2002	Plano PD	9/16/2002
Princeton PD	11/2/2004	Princeton PD	10/26/2004	Princeton PD	11/2/2004
Prosper PD	11/12/2002	Prosper PD	11/12/2002	Prosper PD	10/22/2002
Red Oak PD	11/16/2005	Red Oak PD	11/14/2005	Red Oak PD	11/14/2005
Reno PD	4/18/2006	Reno PD	4/17/2006	Reno PD	4/17/2006
Richardson PD	1/14/2003	Richardson PD	1/13/2003	Richardson PD	12/23/2002
Richland Hills PD	12/10/2002	Richland Hills PD	12/10/2002	Richland Hills PD	12/16/2002
Rio Vista PD	7/12/2022	Rio Vista PD	7/12/2022	Rio Vista PD	7/12/2022
Rio Vista ISD PD	4/17/2023	Rio Vista ISD PD	4/17/2023	Rio Vista ISD PD	4/18/2023
River Oaks PD	9/24/2002	River Oaks PD	9/24/2002	River Oaks PD	9/24/2002
Roanoke PD	7/22/2003	Roanoke PD	7/22/2003	Roanoke PD	7/22/2003
Rockwall PD	10/22/2002	Rockwall PD	10/21/2002	Rockwall PD	10/22/2002
Rockwall Co. SO	1/24/2005	Rockwall Co. SO	1/24/2005	Rockwall Co. SO	1/24/2005
Rowlett PD	9/17/2002	Rowlett PD	9/17/2002	Rowlett PD	10/23/2002
Royse City PD	3/9/2005	Royse City PD	3/8/2005	Royse City PD	3/9/2005
Runaway Bay PD	5/21/2003	Runaway Bay PD	5/20/2003	Runaway Bay PD	5/21/2003
Sachse PD	3/4/2003	Sachse PD	3/3/2003	Sachse PD	2/10/2003
Saginaw PD	10/1/2002	Saginaw PD	10/1/2002	Saginaw PD	9/9/2002
Sansom PD	1/7/2021	Sansom Park	1/7/2021	Sansom PD	1/7/2021
Seagoville PD	3/5/2009	Seagoville PD	3/5/2009	Seagoville PD	3/2/2009
Sherman PD	9/16/2002	Sherman PD	9/16/2002	Sherman PD	9/5/2002
Southlake PD	10/1/2002	Southlake PD	10/1/2002	Southlake PD	10/2/2002
Terrell PD	1/3/2006	Terrell PD	1/3/2006	Terrell PD	5/31/2006
Town of Cross Roads	9/7/2021	Town of Cross Road	9/7/2021		
TWU DPS	8/12/2022				
The Colony PD	11/4/2002	The Colony PD	11/4/2002	The Colony PD	12/30/2002
Trophy Club DPS	5/16/2005	Trophy Club DPS	5/16/2005		
MUTUAL AID	Executed	RESOLUTION	Executed	PURSUIT	Date Signed
Univ N. Texas @ Dallas	1/9/2017				
University Park PD	9/5/2002	University Park PD	9/5/2002	University Park PD	9/24/2002

Venus PD	8/10/2022	Venus PD	8/8/2022	Venus PD	8/10/2022
Watauga DPS	12/8/2003	Watauga DPS	12/8/2003	Watauga DPS	12/8/2003
Waxahachie PD	9/16/2002	Waxahachie PD	9/16/2002	Waxahachie PD	1/23/2018
Weatherford PD	1/14/2003	Weatherford PD	1/14/2003	Weatherford PD	3/5/2003
Westworth PD	9/10/2002	Westworth PD	9/10/2002	Westworth PD	9/10/2002
Whitesboro PD	10/8/2002	Whitesboro PD	10/8/2002	Whitesboro PD	10/8/2002
White Settlement PD	1/14/2003	White Settlement PD	1/14/2003	White Settlement PD	1/15/2003
Willow Park PD	4/11/2017	Willow Park PD	4/11/2017	Willow Park PD	4/11/2017
Wise Co. SO	6/2/2003	Wise Co. SO	6/2/2003		

INTER-JURISDICTIONAL PURSUIT POLICY AGREEMENT

I. General Considerations

- A. If the reason or nature of a pursuit is in conflict with an agency's pursuit policy, that agency may decline to participate in the pursuit even though that agency's assistance has been requested.
- B. Any agency involved in the pursuit may, in its discretion, choose to terminate its involvement in a pursuit at any time.
- C. The purpose and intent of this agreement is to coordinate law enforcement response to the emergency conditions caused by vehicular pursuits. This agreement is not to be construed to limit the legal authority of any law enforcement agency or officer. Nor is this agreement to be construed to impose any standard of conduct or care upon any officer or agency beyond that existing under applicable law. This agreement is intended by the participating agencies to be in full force and effect as the general order of each such participating agency.

II. Notifications

- A. Before entering another jurisdiction, or as soon as practical, the pursuing agency will, if reasonably possible, notify the other jurisdictional agency of the following information:
 - 1. A pursuit has entered or is about to enter their jurisdiction.
 - 2. The location and direction of travel.
 - 3. The primary offense for which the vehicle and occupants are wanted.
 - 4. The vehicle license number and complete description of vehicle and occupants.
 - 5. The number and description of pursuing units as well as their relative location to the vehicle being pursued.
 - 6. Whether or not assistance is needed.
- B. As appropriate, the initial agency will notify the jurisdictional agency that the pursuit is: (1) leaving the jurisdiction; (2) has been discontinued; or, (3) has ceased and of the ending location.

III. Control of the Pursuit

- A. The initiating agency will have control of and will be responsible for the pursuit. Other agencies will not participate unless requested to assist.
- B. A total of no more than three (3) vehicles from the combined jurisdictions will be involved in any pursuit unless the controlling supervisor from the originating agency requests or approves additional assistance. At least one of the three involved units should, if practical, be a supervisor. One additional unit from the jurisdiction through which the pursuit is proceeding may trail the pursuit by keeping the pursuit in sight from a distance to assist officers if needed.

IV. Prohibited Practices

- A. The intentional use of roadblocks designed to stop the pursued vehicle unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- B. Intentional bumping or ramming of the pursued vehicle unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- C. Intentionally forcing the pursued vehicle off the roadway unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- D. Pursuing a vehicle the wrong way on a one-way street or the wrong way on a divided roadway.
- E. Shooting at the pursued vehicle, unless necessary to protect against the imminent death or serious bodily injury to an officer or another person.
- F. Deployment or use of “stop sticks” or “road spikes” unless the officer deploying the device has been appropriately trained in said deployment and the deploying officer is authorized to deploy the device by his employing agency.

V. Responsibilities

A. Initiating agency

1. Arrest and custody of the persons charged.
2. Arraignment of arrested persons.
3. Disposition of any passenger.
4. Disposition of the arrested person's vehicle.
5. Coordination of all reports related to the arrest, citations and criminal charges.

B. Agency of Primary Jurisdiction

1. Reporting of any traffic collision(s) that occur as a result of a pursuit.
2. As a matter of professional courtesy, a supervisor from the agency where the pursuit ceases will respond to the location to offer immediate assistance at the scene and to determine any pertinent information regarding the pursuit.

On behalf of the Agency or Entity reflected below, I agree to follow the terms and conditions of this Agreement.

Participating Agency

Chief Law Enforcement Officer

Printed name

Title

Date



To: City Council
From: Jeffrey J. James, City Manager
Date: January 2, 2024

Staff received requests from council members to hold a community dance at Pecan Grove. We have also been asked to hold an event in Central Park to clean up the weathered equipment and grounds.

This item is to evaluate the costs associated with such events, potential dates, and other items related to the planning and organizing of community social events.