



CITY COUNCIL

1520 K Avenue, Plano TX 75074

DATE: June 22, 2026

TIME: 7:00 PM

This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.

For those wanting to watch the meeting but not address the Council, the meeting will be live-streamed on Plano's website at www.planotv.org, [YouTube.com/cityofplanotexas](https://www.youtube.com/cityofplanotexas) and [Facebook.com/cityofplanotx](https://www.facebook.com/cityofplanotx).

To speak at the meeting, register at Plano.gov/SpeakerRegistration. Online registration opens at 5:00 p.m. on the Tuesday prior to the meeting and **closes at 4:00 p.m.** on the day of the meeting. **ONSITE REGISTRATION IS NOT AVAILABLE.**

Emails regarding agenda items and other comments on City business may be submitted to: councilcomments@plano.gov.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE / TEXAS PLEDGE

OUR VISION - PLANO IS A GLOBAL ECONOMIC LEADER BONDED BY A SHARED SENSE OF COMMUNITY WHERE RESIDENTS EXPERIENCE UNPARALLELED QUALITY OF LIFE.

The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law.

PROCLAMATIONS AND SPECIAL RECOGNITIONS

Proclamation: July is National Parks and Recreation Month. **Presented**

CONSENT AGENDA

The Consent Agenda will be acted upon in one motion and contains items which are routine and typically noncontroversial. Items may be removed from this agenda for individual discussion by a Council Member, the City Manager or any citizen. The Presiding Officer will establish time limits based upon the number of speaker requests.

Approval of Minutes

- (a) May 29, 2026 (City Council Retreat)
June 8, 2026
Approved

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

- (b) RFB No. 2026-0329-B for Paving Improvements - Pinehurst Drive, Royal Circle, Granada Place, Grand Canyon Drive, Glen Canyon Drive, Project No. ENG-S-00012, for the Engineering Department to S.Y.B. Construction Co., Inc. in the amount of \$2,730,420; and authorizing the City Manager to execute all necessary documents. **Approved**
- (c) RFB No. 2026-0302-B for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006, for the Engineering Department to Aushill Construction, LLC in the amount of \$5,444,701; and authorizing the City Manager to execute all necessary documents. **Approved**
- (d) RFP No. 2026-0201-AC for a one (1) year contract with four (4) automatic renewals for Disaster Debris Removal to a primary contractor, CrowderGulf, LLC, and a secondary contractor, DRC Emergency Services, LLC, in an annual amount not to exceed \$3,500,000; and authorizing the City Manager to execute all necessary documents. **Approved**

Purchase from an Existing Contract

- (e) To approve the purchase of the Lease Vehicle Program for a one (1) year contract with four (4) one-year automatic renewals for the Police Department in the estimated annual amount of \$307,500 from Acme Auto Leasing, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 240502) **Approved**
- (f) To approve the purchase of fire hydrants and associated parts in the amount of \$1,490,000 or for a term up to two (2) years, whichever occurs first, and two (2) automatic one-year renewals in the estimated annual amount of \$450,000 for the Inventory Control/Asset Disposal (ICAD) Division from Ferguson Enterprises, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Denton Contract No. 8788) **Approved**

- (g) To approve the purchase of the Oak Point Recreation Center - Athletic Reprogram Requirements in the estimated amount of \$49,098 from Clayton Contracting, Inc., \$76,051 from Ponder Company, Inc., \$40,724 from CFG Contracting, \$3,157 from D & A Building Services, and \$10,859 from Sports Imports in the total estimated amount of \$179,889 through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract Nos. 737-24 and 765-25) **Approved**

Approval of Contract Modification

- (h) To approve an increase to the current awarded contract amount of \$356,500 by \$122,750 for a total contract amount of \$479,250 for Shady Brook Trail at Riverside Drive Erosion Control, Project No. PKR-D-00009, from Teague Nall and Perkins, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2025-0076-X; Modification No. 2) **Approved**

Approval of Change Order

- (i) To approve an increase to the current awarded contract amount of \$2,831,885 by \$170,457 for a total contract amount of \$3,002,342 for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002, from Flow-Line Construction, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2025-0035-B; Change Order No. 2) **Approved**
- (j) To approve an increase to the current awarded contract amount of \$4,619,841 by \$123,492 for a total contract amount of \$4,743,333 for Water Rehabilitation - Park Boulevard Phase 1 (Preston Road to US 75), Project No. 7573, from A & B Construction, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0360-B; Change Order No. 3) **Approved**
- (k) To approve a decrease to the current awarded contract amount of \$6,806,386 by \$138,186 for a total contract amount of \$6,668,200 for Water Rehab - River Bend Phase 1, Project No. 7466, from DDM Construction Corporation for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0411-B; Change Order No. 4) **Approved**

Approval of Expenditure

- (l) To approve an expenditure for Professional Consulting Services for the Police Training Center in the estimated amount of \$203,000 from Abercrombie Creative LLC dba Abercrombie Planning + Design for the Special Projects Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (m) To approve an expenditure for Architectural Services for the Pecan Hollow Golf Maintenance Building Renovations in the amount of \$125,000 from PGAL, Inc. for the Engineering - Facilities Division; and authorizing the City Manager to execute all necessary documents. **Approved**

- (n) To approve an expenditure for construction materials testing professional services for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006, in the amount of \$148,457 from Terracon Consultants, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**
- (o) To approve an expenditure for engineering professional services for Traffic Signal Foundation Improvements - Various Locations, Project No. ENG-S-00030, in the amount of \$442,832 from Burgess and Niple, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

Approval of Contract / Agreement

- (p) To approve an interlocal agreement by and between the City of Plano and the Texas Department of Public Safety in the amount of \$484,456 for drug analysis for the Plano Police Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2026-0400-I) **Approved**
- (q) To approve an Interlocal Agreement through the Interlocal Cooperation Act, Texas Government Code 791 by and between the City of Plano, Texas, and the Texas Municipal League Intergovernmental Risk Pool in the estimated annual amount of \$20,000 for group critical illness coverage as required by House Bill 4144 for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2026-0432-I) **Approved**
- (r) To approve the terms and conditions of the Memorandum of Understanding between the City of Plano and the Texas Division of Emergency Management for participation in the Texas Emergency Management Assistance Team Program, including the Incident Support Task Force, State of Texas Incident Management Team, Public Works Response Team, Texas A&M Task Force, and Texas Intrastate Fire Mutual Aid System; and authorizing the City Manager to execute all necessary documents. **Approved**
- (s) To approve the terms and conditions of the Memorandum of Agreement between the City of Plano and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office for the Interoperable System(s) and IPAWS Open Platform for Emergency Networks; and authorizing the City Manager to execute all necessary documents. **Approved**
- (t) To approve a contract by and between the City of Plano, Texas, and Abernathy, Roeder, Boyd & Hullett, P.C. to assist in the collection of Delinquent Taxes owed to the City of Plano by its taxpayers; and authorizing the City Manager to execute all necessary documents. **Approved**

Adoption of Resolutions

- (u) To appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date. **Adopted Resolution No. 2026-6-5(R)**

- (v) To affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date. **Adopted Resolution No. 2026-6-6(R)**
- (w) To act in response to a petition for recognition, received on May 26, 2026, on behalf of the Plano Police Association, FOP Lodge 777, to be the sole and exclusive bargaining agent for Plano Police Department police officers, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and granting recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date. **Adopted Resolution No. 2026-6-8(R)**
- (x) To approve the terms and conditions of an Advanced Funding Agreement for a Transportation Alternatives Set-Aside (TASA) project for the construction of Los Rios Park Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. **Adopted Resolution No. 2026-6-7(R)**

ITEMS FOR INDIVIDUAL CONSIDERATION:

Public Hearing Items:

Applicants are limited to fifteen (15) minutes presentation time with a five (5) minute rebuttal, if needed. Remaining speakers are limited to thirty (30) total minutes of testimony time, with three (3) minutes assigned per speaker. The Presiding Officer may amend these times as deemed necessary.

Non-Public Hearing Items:

The Presiding Officer will permit public comment for items on the agenda not posted for a Public Hearing. The Presiding Officer will establish time limits based upon the number of speaker requests, length of the agenda, and to ensure meeting efficiency, and may include a cumulative time limit. Speakers will be called in the order requests are received until the cumulative time is exhausted.

- (1) Public Hearing and consideration of an Ordinance to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff's Office for the disbursement of the 2025 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. **Conducted and adopted Resolution No. 2026-6-9(R)**

COMMENTS OF PUBLIC INTEREST

This portion of the meeting is to allow up to three (3) minutes per speaker with thirty (30) total minutes on items of interest or concern and not on items that are on the current agenda. The Council may not discuss these items, but may respond with factual or policy information. The Council may choose to place the item on a future agenda.

The City of Plano encourages participation from all citizens. The Plano Municipal Center has accessible restroom facilities, drinking fountains, and power assist entrance doors. The facility is easily accessed from public sidewalks and parking areas. Designated accessible parking is available on the north and south sides of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. If you require additional assistance or reasonable accommodations under the Americans with Disabilities Act for this meeting or facility, including ASL interpreters, you should submit an ADA Reasonable Accommodation Request Form to the ADA Coordinator at least 48 hours in advance. If you need assistance completing the form, please call 972-941-7152. Complete or download the ADA Reasonable Accommodation Request Form at <https://www.plano.gov/395/Accessibility-Accommodations>.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026

DEPARTMENT: City Secretary

DIRECTOR: Lisa Henderson, City Secretary

This City Council Meeting will be held in person in the Senator Florence Shapiro Council Chambers. A quorum of the City Council, including the presiding officer, will participate in person. The facility will be open to members of the public.

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AGENDA ITEM: AVAILABLE.

Emails regarding agenda items and other comments on City business may be submitted to: councilcomments@plano.gov.

RECOMMENDED ACTION: Location Link



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Proclamations
DIRECTOR: Andrew Fortune, Director of Policy & Government Relations
AGENDA ITEM: July is National Parks and Recreation Month
RECOMMENDED ACTION: Proclamations and Special Recognition

ITEM SUMMARY

Proclamation: July is National Parks and Recreation Month. **Presented**



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Approval of Minutes
RECOMMENDED ACTION: Approval of Minutes

ITEM SUMMARY

May 29, 2026 (City Council Retreat)
June 8, 2026

Approved

ATTACHMENTS:

Description	Upload Date	Type
Retreat Minutes	6/16/2026	Minutes
Preliminary Open Meeting Minutes	6/16/2026	Minutes
Regular Meeting Minutes	6/16/2026	Minutes

PLANO CITY COUNCIL RETREAT
May 29, 202

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Rick Horne, Mayor Pro Tem
Vidal Quintanilla Jr., Deputy Mayor Pro Tem
Maria Tu – arrived at 10:21 a.m.
Bob Kehr
Chris Krupa Downs
Steve Lavine
Shun Thomas

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Paige Mims, City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into open session on Friday, May 29, 2026, at 9:02 a.m., at the Granite Park 4, 5850 Granite Parkway, Conference Center 140, Plano, Texas. A quorum was present.

- **Discussion and Direction regarding City of Plano Council Governance, Roles, Interactions and Responsibilities**
- **Discussion and direction regarding City Council Strategic Priorities and Goals.**

David Beurle with Future IQ facilitated the discussion. The Council discussed why they serve the community and their goals for serving. The group discussed how the Council worked together as a collective body, leadership, navigating the future, and how to move forward strategically. Overall, the discussion reflected that the Council is well positioned to provide strong leadership moving forward.

Council took a brief recess at 10:35 a.m. and reconvened at 10:45 a.m.

Director of Policy and Government Relations Fortune presented information regarding Council Roles & Responsibilities.

Mr. Beurle discussed overarching themes in the strategic goals from the council interviews and how it compares to the current strategic framework.

Council took a brief recess at 11:58 a.m. and reconvened at 12:45p.m.

Mr. Beurle recapped the prior session discussion. Council provided feedback on the topics noted. City Manager Israelson discussed budget key points and funding strategies.

Nothing further was discussed. Mayor Muns adjourned the meeting at 2:08 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

**PLANO CITY COUNCIL
PRELIMINARY OPEN MEETING
June 8, 2026**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Rick Horne, Mayor Pro Tem
Vidal Quintanilla Jr., Deputy Mayor Pro Tem
Maria Tu
Bob Kehr
Chris Krupa Downs
Steve Lavine
Shun Thomas

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Michelle D'Andrea, Deputy City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns called the meeting to order at 5:00 p.m., Monday, June 8, 2026, in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue, Plano, Texas. A quorum was present.

Mayor Muns stated the Council would retire into Executive Session, in Training Room A, in compliance with Chapter 551, Government Code, Vernon's Texas Codes Annotated in order to consult with an attorney to receive Legal Advice and Litigation, Section 551.071; and discuss Economic Development matters, Section 551.087; for which a certified agenda will be kept in the office of the City Secretary for a period of two years as required. The Council convened into Executive Session at 5:07 p.m.

Mayor Muns reconvened the meeting back into the Preliminary Open Meeting at 6:15 p.m.

- **Consideration and action resulting from Executive Session discussion**
Upon a motion made by Deputy Mayor Pro Tem Quintanilla and seconded by Councilmember Downs, the Council voted 8-0 to authorize the attorney to proceed as discussed in Executive Session.
- **Departmental Overview - Public Safety Communications**
- **Consent and Regular Agendas**
A citizen requested Consent Agenda Item "E" be pulled for individual consideration.
- **Council items for discussion/action on future agendas**

With no further discussion, the Preliminary Open Meeting adjourned at 6:31 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

**PLANO CITY COUNCIL
REGULAR MINUTES
June 8, 2026**

COUNCIL MEMBERS PRESENT

John B. Muns, Mayor
Rick Horne, Mayor Pro Tem
Vidal Quintanilla Jr., Deputy Mayor Pro Tem
Maria Tu
Bob Kehr
Chris Krupa Downs
Steve Lavine
Shun Thomas

STAFF PRESENT

Mark Israelson, City Manager
Jack Carr, Deputy City Manager
Shelli Siemer, Deputy City Manager
LaShon Ross, Deputy City Manager
Doug McDonald, Deputy City Manager
Jeff Moberly, Assistant City Manager
Curtis Howard, Assistant City Manager
Michelle D’Andrea, Deputy City Attorney
Lisa C. Henderson, City Secretary

Mayor Muns convened the Council into the Regular Session on Monday, June 8, 2026, at 7:00 p.m. in the Senator Florence Shapiro Council Chambers of the Plano Municipal Center, 1520 K Avenue. A quorum was present.

Invocation and Pledge

Pastor Chris Fluit - Redemption Church led the invocation and the City Council led the Pledge of Allegiance and Texas Pledge.

Proclamations and Special Recognitions

Proclamation: June 19 is Juneteenth Day in Plano commemorating the end of slavery in the United States.

Consent Agenda

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Councilmember Kehr, the Council voted 8-0 to approve all items on the Consent Agenda, except Consent Agenda Item “E”; as follows:

Approval of Minutes

May 26, 2026
(Consent Agenda Item “A”)

Approval of Expenditures

Award/Rejection of Bid/Proposal: (Purchase of products/services through formal procurement process by this agency)

RFB No. 2026-0193-AC for a two (2) year contract with four (4) automatic one-year renewals for Pond Maintenance-Group A to Lake Management Services, LLC in the estimated annual amount of \$86,250; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “B”)

RFB No. 2026-0349-B for Median Renovation - 15th Street, Project No. PKR-P-00103, for the Parks and Recreation Department to Central North Construction, LLC in the amount of \$371,999; and authorizing the City Manager to execute all necessary documents (Consent Agenda Item “C”)

Purchase from an Existing Contract

To approve an extension of the existing computer equipment lease for three (3) months in the estimated amount of \$219,690 and a new 48-month lease for the next iteration of citywide computer equipment including deployment services in the estimated amount of \$5,595,520 from Dell Marketing, L.P. for a total estimated amount of \$5,815,210 through an existing contract; and authorizing the City Manager to execute all necessary documents. (Texas Department of Information Resources Contract No. DIR-CPO- 5792) (Consent Agenda Item “D”)

Approval of Expenditure

To approve an expenditure for engineering professional services for Wastewater System Odor Control Evaluation, Project No. PW-WW-00029, in the amount of \$162,910 from Hazen and Sawyer, P.C. for the Public Works Department; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “F”)

Adoption of Resolutions

Resolution No. 2026-6-1(R): To approve a contract with TXU Energy Retail Company L.L.C., a Texas limited liability company; authorizing its execution by the City Manager or his designee; authorizing the Director of Finance or her designee to evaluate and execute a Transaction Confirmation for Power at an acceptable rate not to exceed \$0.0685 per kilowatt hour for a 36-month term or not to exceed \$0.071 per kilowatt hour for a 60-month term beginning January 1, 2027; and providing an effective date. (Consent Agenda Item “G”)

Adoption of Ordinances

Ordinance No. 2026-6-2: To authorize inclusion of prior service, as a law enforcement officer for lateral hires with certification and experience comparable to Plano police officers and for reinstated Plano police officers, in calculation of length of service for determining the pay rate for civil service members of the Plano Police Department; and providing a repealer clause, a severability clause, and an effective date. (Consent Agenda Item “H”)

End of Consent

To approve an expenditure in the amount of \$2,550,000 for the purchase of real property located at 1410 14th Street and 1412 14th Street and described as Lots 2, 3, 4A, and 4B Block C Oglesby Place Addition from Do-Mo Joint Venture; and authorizing the City Manager to execute all necessary documents. (Consent Agenda Item “E”)

Curtis Crandall spoke to the sale of the property.

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Deputy Mayor Pro Tem Quintanilla, the Council voted 8-0 to approve an expenditure in the amount of \$2,550,000 for the purchase of real property located at 1410 14th Street and 1412 14th Street and described as Lots 2, 3, 4A, and 4B Block C Oglesby Place Addition from Do-Mo Joint Venture; and authorizing the City Manager to execute all necessary documents.

Public Hearing and adoption of Ordinance No. 2026-6-3 to designate a geographic area within the corporate limits of the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Plano, Texas; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a Tax Increment Fund (TIRZ No. 6 Fund) for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. (Regular Item “1”)

Mayor Muns opened the public hearing. Sean McKenna, Rene Elgersma, Jennifer Groysman, and Gary Cary spoke in opposition of the Tax Increment Reinvestment Zone. Drew Nickerson spoke to the impact of the train tracks in the area. Joseph Lanners spoke in support with thoughtful development. Mayor Muns closed the public hearing.

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Deputy Mayor Pro Tem Quintanilla, the Council voted 8-0 to designate a geographic area within the corporate limits of the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Six, City of Plano, Texas; describing the boundaries of the zone; creating a board of directors for the zone and appointing members of the board; establishing a Tax Increment Fund (TIRZ No. 6 Fund) for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; and further to adopt Ordinance No. 2026-6-3.

Consideration to approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company; providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents. (Regular Item “2”)

Steve Levin with Centennial spoke to the project. Jennifer Groysman spoke in opposition of the agreement. Joseph Lanners continued his comments from the previous item.

MOTION: Upon a motion made by Councilmember Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve an Economic Development Incentive Agreement between the City of Plano, Texas, and Centennial Waterfall Willow Bend, LLC, a Delaware limited liability company; providing an economic development grant to the Company; and authorizing the City Manager, or his authorized designee, to execute all necessary documents.

Consideration to approve a non-binding Letter of Intent between the City of Plano, Texas, and Dallas Sports & Entertainment LP, a Delaware limited partnership; and authorizing the City Manager, or his authorized designee, to execute such Letter of Intent. (Regular Item “3”)

Jeff Paschal and Joseph Lanners spoke to the Letter of Intent and expressed the need to care about the area residents. Jodi Venturoni, Sean McKenna, Drew Nickerson, Jennifer Groysman, and Jennifer Jopling spoke in opposition.

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Councilmember Tu, the Council voted 8-0 to approve a non-binding Letter of Intent between the City of Plano, Texas, and Dallas Sports & Entertainment LP, a Delaware limited partnership; and authorizing the City Manager, or his authorized designee, to execute such Letter of Intent.

Adoption of Resolution No. 2026-6-4 (R) designating and providing for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project under Chapter 334 of the Texas Local Government Code and designating methods of financing for the project, subject to voter approval at an election called for such purpose. (Regular Item “4”)

Camille Hall supports the project but has concerns regarding traffic and noise. Karen Dubrow and Jennifer Groysman oppose the project.

MOTION: Upon a motion made by Councilmember Tu and seconded by Councilmember Kehr, the Council voted 8-0 to approve a Resolution designating and providing for the planning, acquisition, establishment, development, construction, and renovation of a sports and community venue project under Chapter 334 of the Texas Local Government Code and designating methods of financing for the project, subject to voter approval at an election called for such purpose; and further to adopt Resolution No. 2026-6-4(R).

Consideration to approve RFB No. 2026-0159-B Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013, for the Engineering Department to Albatross Construction LLC in the

amount of \$8,500,000; and authorizing the City Manager to execute all necessary documents. (Regular Item “5”)

Sean McKenna spoke to the sensors registering bicycles. Joseph Lanners spoke in support of the new technology.

MOTION: Upon a motion made by Mayor Pro Tem Horne and seconded by Councilmember Downs, the Council voted 8-0 to approve RFB No. 2026-0159-B Vehicle Detection System Upgrade (Citywide), Project No. TP-S-00013, for the Engineering Department to Albatross Construction LLC in the amount of \$8,500,000; and authorizing the City Manager to execute all necessary documents.

With no further discussion, the Regular City Council Meeting adjourned at 8:36 p.m.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026

DEPARTMENT: Engineering-CIP

DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering

AGENDA ITEM: Award of bid in the amount of \$2,730,420 for Paving Improvements - Pinehurst Drive, Royal Circle, Granada Place, Grand Canyon Drive, Glen Canyon Drive, Project No. ENG-S-00012

RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0329-B for Paving Improvements - Pinehurst Drive, Royal Circle, Granada Place, Grand Canyon Drive, Glen Canyon Drive, Project No. ENG-S-00012, for the Engineering Department to S.Y.B. Construction Co., Inc. in the amount of \$2,730,420; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department opened bids on April 28, 2026, for Paving Improvements - Pinehurst Drive, Royal Circle, Granada Place, Grand Canyon Drive, Glen Canyon Drive, Project No. ENG-S-00012. The project includes the full-width replacement of approximately 4,900 linear feet of existing residential street paving, sidewalks, and barrier-free ramps and 250 linear feet of water line at the following locations:

1. Glen Canyon Drive –from Pipestone to Grand Canyon Drive (325 LF)
2. Grand Canyon Drive – from Mill Ridge Drive to Glen Canyon (965 LF)
3. Granada Place – from Santiago Drive to cul-de-sac (460 LF)
4. Pinehurst Drive– from Independence Parkway to Parkhaven Drive (2,800 LF)
5. Royal Circle – from Pinehurst Drive to end (including waterline) (200 LF)
6. Lakeview Trail (sidewalk only) –from Pinehurst Drive to Teakwood Lane (150 LF)

The lowest responsive and responsible bid was submitted by S.Y.B. Construction Co., Inc. in the amount of \$2,730,420. There were a total of 2,819 vendors notified of this project. Seventeen (17) complete bids were received for the project as shown in the attached bid recap.

If this project is not awarded, the pavement along these streets will continue to deteriorate, resulting in a continued increase in maintenance costs and a reduction of the quality of life for surrounding residents and motorists.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Street Improvements CIP and Water CIP and is planned in both funds for future years as well. Construction services for the Paving Improvements - Pinehurst Drive, Royal Circle, Granada Place, Grand Canyon Drive, Glen Canyon Drive project in the total amount of \$2,730,420 will leave a combined balance of \$328,104 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent,

Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	6/3/2026	Bid Recap
Location Map	6/3/2026	Map

CITY OF PLANO

RFB CIP

Bid No. 2026-0329-B

**Paving Improvements – Pinehurst Drive, Royal Circle, Granada Place,
Grand Canyon Drive, Glen Canyon Drive**

ENG-S-00012

Bid Recap

Bid Opening Date/Time: Tuesday, April 28, 2026 @ 2:00PM

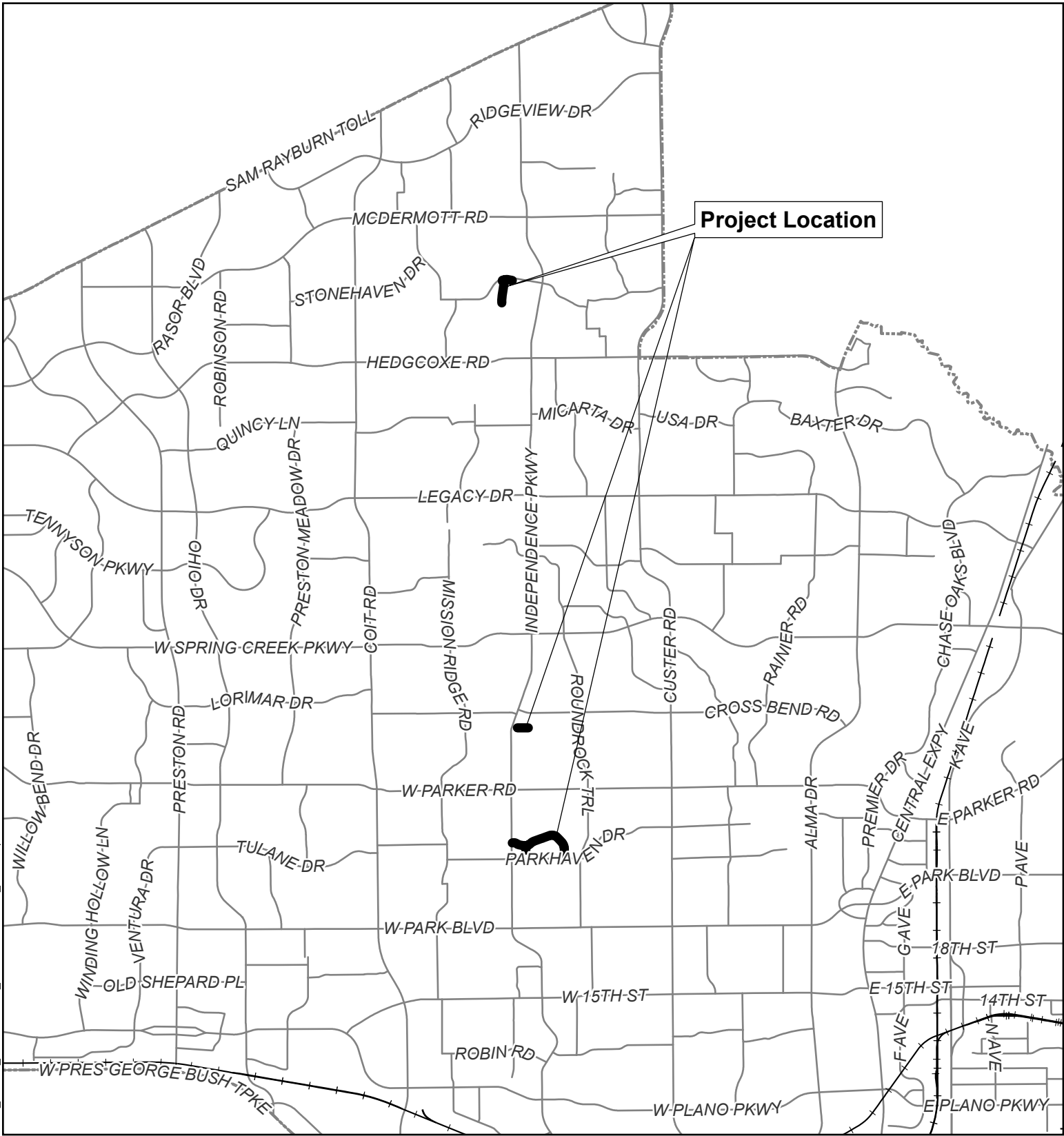
Number of Vendors Notified: 2819

Vendors Submitting “No Bids”: 14

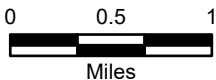
Number of Non-Responsive Bids Submitted: 1

Number of Responsive Bids Submitted: 17

<u>Vendor:</u>	<u>Total Bid</u>
S.Y.B. Construction Co., Inc.	\$2,730,420.00
Ratliff Hardscape, LTD	\$2,759,294.00
XIT Paving and Construction Inc	\$2,803,899.00
Vlex Construction LLC	\$2,828,552.00
J&L Construction, LLC.	\$2,862,319.98
Jim Bowman Construction Company, L.P.	\$2,946,075.25
DDM Construction Corporation	\$3,010,610.00
KIK Underground, LLC	\$3,033,855.00
Aushill Construction, LLC	\$3,048,181.00
Garret Shields Infrastructure	\$3,072,824.00
Vernara LLC	\$3,180,613.00
Apple Pavement Services	\$3,279,253.50
JR West Texas Concrete LLC	\$3,385,089.00
HQS Construction, LLC	\$3,408,136.25
Jeske Construction Company	\$3,463,319.00
Muniz Construction Inc.	\$3,481,800.00
CAM-CRETE Contracting Inc	\$3,558,919.00
<u>Recommended Vendor:</u>	
S.Y.B. Construction Co., Inc	\$2,730,420.00

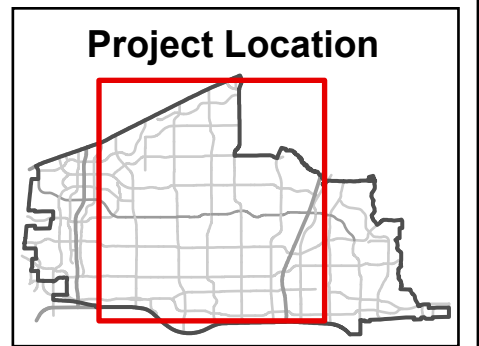


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Project ENG-S-00012

**Paving Improvements - Pinehurst Drive,
Royal Circle, Granada Place, Grand
Canyon Drive, Glen Canyon Drive**





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Award of bid in the amount of \$5,444,701 for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFB No. 2026-0302-B for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006, for the Engineering Department to Aushill Construction, LLC in the amount of \$5,444,701; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department opened bids on April 16, 2026, for the Water Rehabilitation – Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006. The project scope includes the replacement of approximately 14,500 linear feet of existing 6-inch and 8-inch cast iron water lines along with associated pavement reconstruction and the installation of adjacent barrier-free ramps at intersecting streets. This work will take place within the Parkway Estates and Whiffletree Addition neighborhoods. The project is generally bounded by Cross Bend Road to the north, Sandia Drive and Buckle Lane to the south, Mission Ridge Road to the east, and Coit Road to the west.

The lowest responsive and responsible bid was submitted by Aushill Construction, LLC in the amount of \$5,444,701. There were a total of 2,811 vendors notified of this project. A total of 13 complete bids were received for the project, as shown in the attached bid recap.

If this project is not awarded, the aging cast iron pipelines in the Parkway Estates and Whiffletree Addition neighborhoods will remain in service and continue to deteriorate. Due to the age and condition of these pipelines, there is an increased risk of corrosion, line breaks, higher maintenance costs, possible service interruptions, and negative impacts to residents in the area.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Street Improvements CIP and Water CIP and is planned for future years in both funds as well. Construction services for the Water Rehabilitation – Parkway Estates and Whiffletree Addition project in the total amount of \$5,444,701 will leave a combined balance of \$725,299 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Bid Recap	6/5/2026	Bid Recap

CITY OF PLANO

RFB CIP

Bid No. 2026-0302-B

Water Rehabilitation – Parkway Estates and Whiffletree Addition ENG-CMB-00006

Bid Recap

Bid Opening Date/Time: Thursday, April 16, 2026 at 2:00 PM

Number of Vendors Notified: 2811

Vendors Submitting “No Bids”: 11

Number of Non-Responsive Bids Submitted: 0

Number of Responsive Bids Submitted: 13

<u>Vendor:</u>	<u>Total Bid</u>
Aushill Construction, LLC	\$5,444,701.00
ANA Site Construction	\$5,460,936.00
DDM Construction Corporation	\$5,512,482.00
KIK Underground, LLC	\$5,896,863.50
J&L Construction	\$6,270,702.49
SYB Construction Co., Inc	\$6,571,448.00
2R Construction Services	\$6,700,744.70
MACH Energy Services, LLC	\$6,836,329.00
AHR Texas (Blue Star Materials II LLC)	\$7,604,820.00
Western Municipal Construction of Texas, LLC	\$7,681,945.00
Muniz Construction, Inc.	\$7,771,643.00
Camino Construction, LP	\$7,781,844.00
Acadia Services, LLC	\$8,505,840.00

Recommended Vendor:

Aushill Construction, LLC	\$5,444,701.00
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Environmental Waste Services
DIRECTOR: Abby Owens, Director of Public Works
AGENDA ITEM: Approve the purchase Disaster Debris Removal services
RECOMMENDED ACTION: Award/Rejection of Bid/Proposal

ITEM SUMMARY

RFP No. 2026-0201-AC for a one (1) year contract with four (4) automatic renewals for Disaster Debris Removal to a primary contractor, CrowderGulf, LLC, and a secondary contractor, DRC Emergency Services, LLC, in an annual amount not to exceed \$3,500,000; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

In 2013, the City of Plano Department of Emergency Management developed a three-part Disaster Debris Management Program, which includes a Disaster Debris Management Plan, a Disaster Debris Monitoring contractor, and a Disaster Debris Removal contractor for post disaster and emergency debris removal. The City currently has a contract in place with DebrisTech, LLC for disaster debris monitoring services. The City previously contracted with Ceres Environmental Services, Inc. for disaster debris removal services; however, the contract has expired. It is recommended that the City award a primary contract with CrowderGulf, LLC and a secondary contract with DRC Emergency Services, LLC for disaster debris removal in the event of a natural or manmade disaster. The primary contractor will be responsible for all debris operations listed within the contract, and the secondary contractor will be activated based on availability and capacity.

The City of Plano convened an evaluation committee with representation from Emergency Management, Environmental Waste Services, and Commercial Waste & Recycling to review contractor submittals for disaster debris removal services. 709 vendors were notified with four vendors submitting "No Bids". Seven contractors submitted proposals which were evaluated on the following criteria:

- Company Profile – 15%
- Project Understanding – 20%
- Past Performance – 15%
- Contractual Obligations – 10%
- Cost – 40%

Proposals were received from CrowderGulf, LLC, DRC Emergency Services, LLC, CTC Disaster Response, Inc, Shawnee Mission Tree Service, Inc, Southern Disaster Recovery, LLC, TFR Enterprises, Inc, and Western Certified Arborists. After careful consideration, the evaluation committee is recommending that contracts be awarded to CrowderGulf, LLC as the primary contractor and DRC Emergency Services, LLC as the secondary contractor. The recommendation is based on the overall evaluation of proposals and the two contractors selected met or exceeded all of the required scope of services. Award of a secondary contract allows for the City to have an additional contractor on standby in the highly competitive disaster debris market, should the primary vendor be unavailable or should the

disaster be of the magnitude to require additional service contracts.

It is the intent of the City to enter into standby contracts with the disaster debris removal firms in accordance with the Disaster Debris Management Plan as a requirement for Federal Emergency Management Agency (FEMA) reimbursement in advance of any significant disaster debris event. The contracts will establish relationships with vendors that will respond to a declared event and provide their projected cost for clean-up activities based on their field estimation protocols.

The contracts for disaster debris removal services will be utilized primarily by the City of Plano Public Works Department. The City's Emergency Management Department, Parks and Recreation Department, and/or Environmental Health and Sustainability Department may also use the services provided by the selected firms to provide emergency disaster debris management services related to streets, forestry, storm water systems, or water infrastructure emergency projects.

The contractors have demonstrated the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes as generated by a hurricane, as well as localized small-scale volumes typical of a tornado or ice storm. These are standby contracts, and no services will be authorized until a Notice to Proceed has been issued. Should a Notice to Proceed be issued, these contracts will be utilized to mobilize contractors to assess the disaster debris, provide cost estimates for debris collection and processing, and provide disaster debris removal services.

In the event the City does not award the contracts as proposed, there is potential for loss of reimbursement funding post-disaster. Additionally, post-disaster, the potential for significant disruption to routine solid waste services could occur, as the City does not have adequate staffing or equipment to manage the large volume of disaster debris generated.

FINANCIAL SUMMARY/STRATEGIC GOALS

These are no fee, standby contracts for Disaster Debris Hauling for a term of one (1) year with four (4) optional one (1) year renewals. Expenditures under these contracts will be made from the Disaster Relief Fund; any expenditures will only be realized if debris hauling services are rendered in the event of a disaster and may qualify for post-disaster reimbursement. The estimated future amount to be spent will be split between a primary provider, Crowder Gulf, LLC, and a secondary provider, DRC Emergency Services, LLC, in an amount not to exceed \$3,500,000 annually.

Approval of disaster debris removal contracts relates to the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government with Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
RFP Recap	6/12/2026	RFP Recap

CITY OF PLANO

**RFP No. 2026-0201-AC
Disaster Debris Removal
Proposal Recap**

<u>Proposal opening Date/Time:</u>	March 17, 2026 @ 2:00 PM
<u>Number of Vendors Notified:</u>	709
<u>Vendors Submitting “No Bids”:</u>	4
<u>Number of Proposals Submitted:</u>	7

The following Evaluation Criteria was used in determining the best value award recommendation.

Technical Scores	
Company Profile	15% (15 points)
Project Understanding	20% (20 points)
Past Performance	15% (15 points)
Contractual Obligations	10% (10 points)
Cost	40% (40 points)
Total	100% (100 points max)

Ranking			
Vendor	Score	Rank	Market Basket Total
Crowder Gulf	83.77	1	\$9,850,795.00
DRC Emergency Services, LLC	76.30	2	\$10,842,617.00
TFR Enterprises Inc.	74.36	3	\$9,366,207.50
CTC Disaster Response, Inc.	72.25	4	\$7,815,522.50
Southern Disaster Recovery	72.10	5	\$9,881,963.50
Shawnee Mission Tree Service	33.83	6	\$25,923,525.45
Western Certified Arborists	12.75	7	\$14,575.00



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Police
DIRECTOR: Ed Drain, Chief of Police
AGENDA ITEM: Lease Vehicle Program for Plano Police Department
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of the Lease Vehicle Program for a one (1) year contract with four (4) one-year automatic renewals for the Police Department in the estimated annual amount of \$307,500 from Acme Auto Leasing, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (TIPS Contract No. 240502) **Approved**

PREVIOUS ACTION/PRESENTATION

BACKGROUND

The Police Department has reviewed the bids submitted for the PPD Vehicle Lease Program. PD recommends awarding the lowest responsive, responsible bid to Acme Auto Leasing, LLC in the estimated annual contract amount of \$307,500.

The Police Department has several unmarked vehicles for use by various units of the Criminal Investigative Services Division. A lease vehicle program is necessary in providing vehicle types beyond the standard fleet for more covert operations.

There was one bid submitted, and Acme Auto Leasing, LLC provided the lowest bid at the fixed monthly price of \$1,025 per vehicle.

Acme Auto Leasing, LLC's cost per vehicle includes all preventative maintenance, replacement vehicles when necessary, and a wide variety of models and styles of vehicles. Also included is the confidential administration of the program, meaning the City of Plano will not be divulged as the lessee, which is vital to covert operations.

The current contract with Acme Auto Leasing, LLC provides a variety of vehicles from four-door sedans to pickup trucks and sports utility vehicles. Acme Auto Leasing, LLC has been meeting all expectations since the current contract was originally awarded in 2012. The Plano Police Department will be leasing twenty-five vehicles for an estimated annual amount of \$307,500. The continued use of the lease vehicles is vital to police operations. The impact, if not awarded, will be a reduction in the efficiency and effectiveness of service provided to the citizens during various operations.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TIPS Contract No. 240502 & City of Plano Contract No. 2026-0269-OR)

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a one (1) year contract with four (4) additional one (1) year optional renewals for leased vehicles utilized by the Police Department. The total estimated amount to be spent on this contract is \$1,537,500 (or \$76,875 in FY 2025-26, \$307,500 per year in FY 2026-27 through FY 2029-30, and \$230,625 in FY 2030-31. Expenditures will be made in the Police Department within the approved budget appropriations for each year of the contract.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Cooperative Quote Recap	6/5/2026	Cooperative Quote Recap

CITY OF PLANO

Bid No. 2026-0269-OR
Lease Vehicle Program for Police
Bid Recap

Bid opening Date/Time: Tuesday, May 5th, 2026 @ 2:00 PM

Number of Vendors Notified: 12

Vendors Submitting "No Bids": 0

Number of Bids Submitted: 1

Acme Auto Leasing, LLC	\$307,500.00
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Recommended Vendor(s):

Acme Auto Leasing, LLC	\$307,500.00
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CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Purchasing
DIRECTOR: Denise Tacke, Director of Finance
AGENDA ITEM: Purchase of Fire Hydrants, Accessories, and Water Line Parts
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of fire hydrants and associated parts in the amount of \$1,490,000 or for a term up to two (2) years, whichever occurs first, and two (2) automatic one-year renewals in the estimated annual amount of \$450,000 for the Inventory Control/Asset Disposal (ICAD) Division from Ferguson Enterprises, LLC through an existing contract; and authorizing the City Manager to execute all necessary documents. (City of Denton Contract No. 8788) **Approved**

BACKGROUND

After completing a review of available cooperative contracts, Inventory Control/Asset Disposal, based on inventory requirements, and the Public Works Department, based on technical specifications, recommend the City of Denton’s cooperative contract with Ferguson Enterprises, LLC.

This contract will support two key objectives:

1. Implementation of a two-year replacement program for approximately 188 non-functional fire hydrants
2. Establishment of a stable pricing source for water line repair and replacement materials used to maintain the City’s water distribution infrastructure. The contract will provide pricing for current-year needs and anticipated requirements through the available renewal terms.

The fire hydrant replacement portion of the contract is anticipated to be completed within the first two (2) years or upon expenditure of approximately \$590,000 in allocated funding. The remaining contract expenditures will support the ongoing purchase of inventory materials necessary for the repair, maintenance, and operation of the City’s water supply infrastructure.

Failure to approve this contract could result in increased inventory lead times, higher procurement costs, extended equipment downtime, and reduced ability to respond effectively to emergency repairs and routine maintenance needs within the City’s water distribution system.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (City of Denton Contract No. 8788 and City of Plano Contract Nos. 2026-0115-O & 2026-0218-OA)

FINANCIAL SUMMARY/STRATEGIC GOALS

This request is to approve the purchase of fire hydrants and associated parts in the amount of \$1,490,000 or for a term up to two (2) years, whichever occurs first, and two (2) automatic one-year renewals in the

estimated annual amount of \$450,000 for the Inventory Control/Asset Disposal (ICAD) Division from Ferguson Enterprises, LLC. Funding for this item is available in the Warehouse Fund in the amount of \$186,249 in FY 2025-26; \$744,996 in FY 2026-27; \$671,255 in FY 2027-28; \$450,000 in FY 2028-29; and \$337,500 in FY 2029-30. All future year expenditures will occur within council approved appropriations.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: To approve the purchase of the Oak Point Recreation Center - Athletic Reprogram Requirements in the total estimated amount of \$179,889
RECOMMENDED ACTION: Purchase from Existing Contract

ITEM SUMMARY

To approve the purchase of the Oak Point Recreation Center - Athletic Reprogram Requirements in the estimated amount of \$49,098 from Clayton Contracting, Inc., \$76,051 from Ponder Company, Inc., \$40,724 from CFG Contracting, \$3,157 from D & A Building Services, and \$10,859 from Sports Imports in the total estimated amount of \$179,889 through existing contracts; and authorizing the City Manager to execute all necessary documents. (BuyBoard Contract Nos. 737-24 and 765-25) **Approved**

BACKGROUND

The Engineering Department - Facilities Division recommends approval of the following items for the conversion of approximately 6,000 square feet of former gymnastics space at Oak Point Recreation Center into indoor court space. Parks and Recreation has evaluated usage trends and patron feedback supporting additional indoor court capacity.

The project includes removing surplus equipment and fixtures, demolishing shelving and glass partitions, preparing and leveling the concrete floor, installing cushioned athletic flooring with court striping, painting walls and exposed ceiling elements, high cleaning, and purchasing equipment for three courts.

Approval following expenditures are to be considered:

1. \$49,098.22 to Clayton Contracting, Inc for Demolition and Concrete work (City of Plano Bid No. 2024-0574-AC)
2. \$76,051.00 to Ponder Company, Inc. for the athletic flooring (BuyBoard Contract No. 737-24)
3. \$40,723.88 to GFC Contracting for preparation, patching and painting (City of Plano Bid No. 2022-0665-AC)
4. \$3,157.00 to D & A Building Services for high cleaning and dusting.
5. \$10,858.75 to Sports Imports for court equipment posts, nets, & storage cart (BuyBoard Contract No. 765-25)

If not approved, the City will be unable to complete the reprogramming of the vacated space for expanded indoor court use.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Chapter 271 Subchapter F of the Texas Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (BuyBoard Contract Nos. 737-24 and 765-25; City of Plano Bid Nos. 2022-0665-AC and 2024-

0574-AC).

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Capital Maintenance Fund. Construction services for the Oak Point Recreation Center - Athletic Reprogram Requirements project in the total amount of \$179,889 will leave a balance of \$166,111 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Approve an increase in the amount of \$122,750 for Shady Brook Trail at Riverside Drive Erosion Control, Project No. PKR-D-00009
RECOMMENDED ACTION: Approval of Contract Modification

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$356,500 by \$122,750 for a total contract amount of \$479,250 for Shady Brook Trail at Riverside Drive Erosion Control, Project No. PKR-D-00009, from Teague Nall and Perkins, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2025-0076-X; Modification No. 2) **Approved**

PREVIOUS ACTION/PRESENTATION

On November 25, 2024, City Council approved Professional Engineering Services Agreement 2025-0076-X for Shady Brook Trail at Riverside Drive Erosion Control, Project No. PKR-D-00009, for the Parks and Recreation Department to Teague Nall and Perkins, Inc. in the amount \$307,000.

On November 11, 2025, staff administratively approved Contract Modification No. 1 in the amount of \$49,500.

BACKGROUND

The Engineering Department recommends approval of Contract Modification No. 2 for the increase in the engineering professional services agreement with Teague Nall and Perkins, Inc. in the amount of \$122,750 for the Shady Brook Trail at Riverside Drive Erosion Control project.

This project includes the design of wall improvements along approximately 450 linear feet of streambank. During the final design phase, upstream of the original project area, segments of 180 linear feet of 18-foot-tall retaining wall experienced failure, leading to active erosion of the creek channel and prompting the initiation of an erosion control study.

Contract Modification No. 2 updates the agreement to include the recommended gabion wall design from the erosion control study. The contract modification covers geotechnical and engineering design services and the construction documents for streambank wall improvements to protect adjacent properties and infrastructure.

If this contract modification is not approved, continued erosion along the streambank will result in more wall failures and potentially dangerous impacts to adjacent properties and structures, and reduce the quality of life for residents along this creek.

FINANCIAL SUMMARY/STRATEGIC GOALS

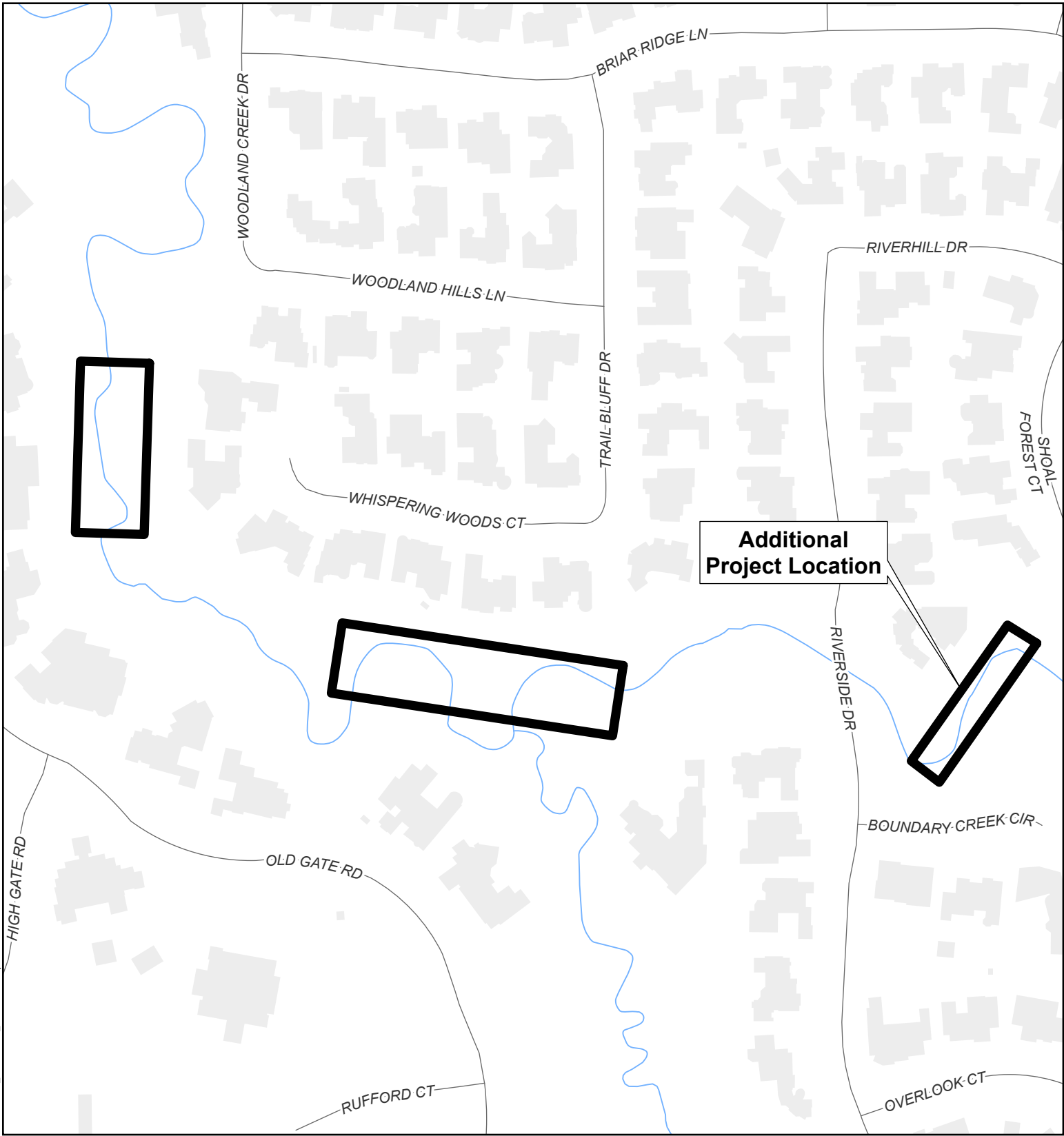
Funding for this item is available in the 2025-26 Municipal Drainage CIP and is planned for future years as well. The second modification to the professional services agreement with Teague Nall and Perkins, Inc.

for the Shady Brook Trail at Riverside Drive Erosion Control project in the total amount of \$122,750 will leave a current year balance of \$283,883 for future expenditures.

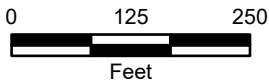
Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	5/20/2026	Map



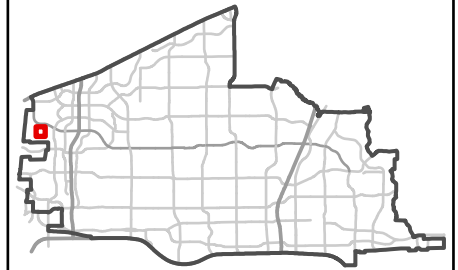
Additional Project Location



Project #: PKR-D-00009

**Shady Brook Trail at
Riverside Drive Erosion Control**

Project Location



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CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Change Order for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002
RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$2,831,885 by \$170,457 for a total contract amount of \$3,002,342 for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002, from Flow-Line Construction, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2025-0035-B; Change Order No. 2) **Approved**

PREVIOUS ACTION/PRESENTATION

On January 27, 2025, City Council approved RFB No. 2025-0035-B for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002, for the Engineering Department to Flow-Line Construction, Inc. in the amount of \$2,927,576.00.

On January 7, 2026, staff administratively approved Change Order No. 1 for a decrease in the amount of \$95,691.43.

BACKGROUND

The Engineering Department recommends approval of Change Order No. 2 for the increase in the contract with Flow-Line Construction, Inc. in the amount of \$170,456.99 for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002.

Change Order No. 2 covers a change in approach for connecting the new 42-inch sewer interceptor to the existing sewer system. During construction, unforeseen existing sewer conditions and related operational needs required additional sewer bypass pumping and manhole modifications to maintain continuous service for nearby residents and businesses. The change order also includes additional paving, sidewalk, and curb work along Accent Drive and the adjacent parking lot to improve street conditions and restore the parkway impacted by the work.

If this change order is not approved, the new 42-inch FRP sewer pipe connection cannot be completed as planned, and pavement conditions in the impacted driveway and street areas will continue to deteriorate. This could result in increased maintenance costs, potential service disruptions, and impacts to nearby businesses, new development, and the adjacent private school.

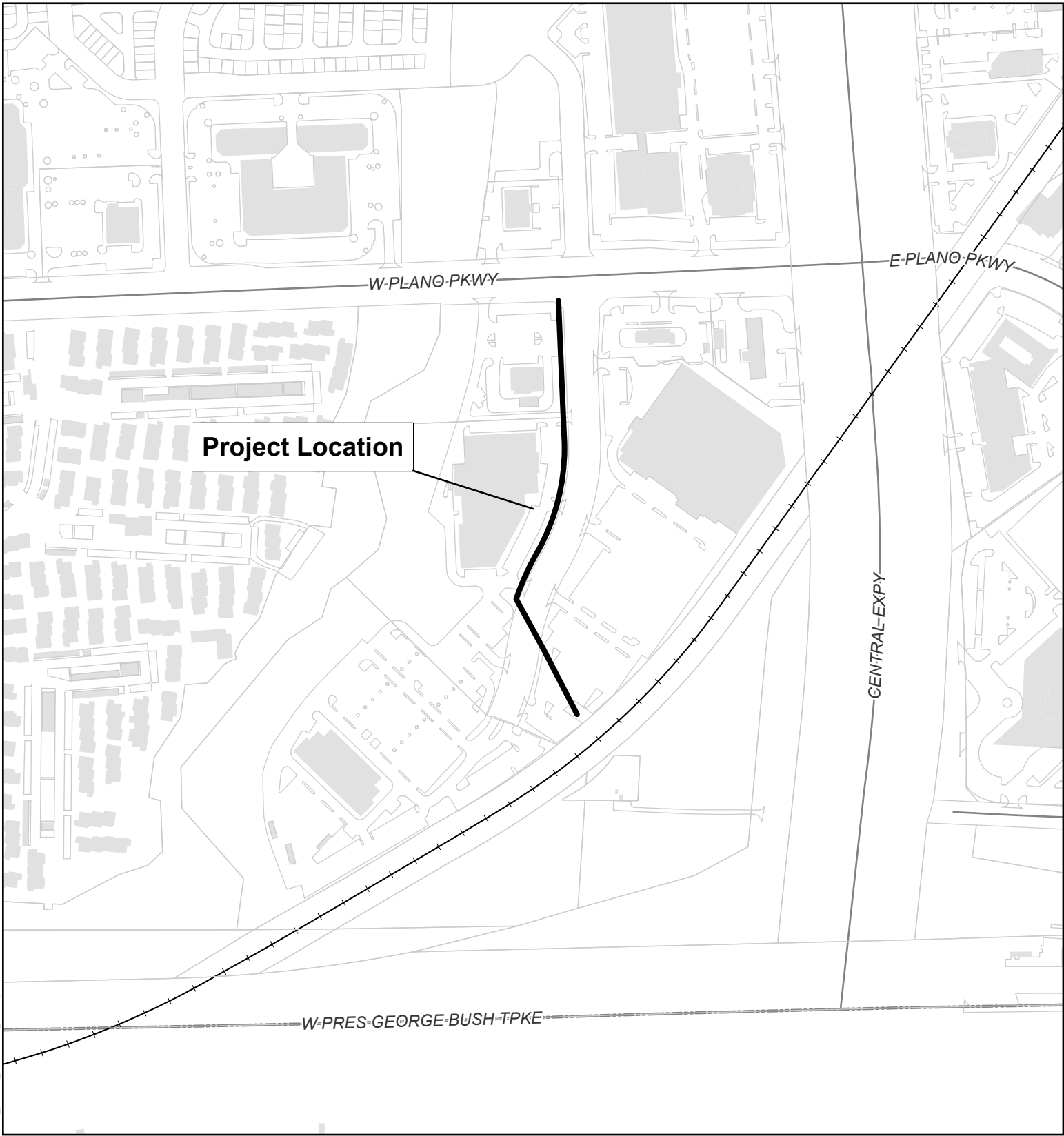
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Sewer CIP. The second change order to the construction contract with Flow-Line Construction, Inc. for Spring Creek Interceptor Phase 1 (7593), Project No. ENG-SS-00002, in the total amount of \$170,457 will leave a balance of \$69,375 for future expenditures.

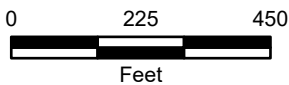
Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

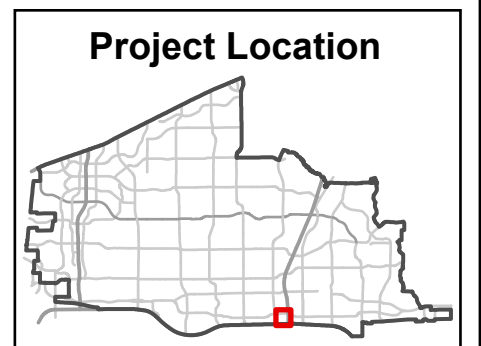
Description	Upload Date	Type
Location Map	6/3/2026	Map



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**Spring Creek Interceptor Phase 1 (7593)
Project No. ENG-SS-00002**





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Change Order for Water Rehabilitation – Park Boulevard Phase 1 (Preston Road to US 75) , Project No. 7573
RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve an increase to the current awarded contract amount of \$4,619,841 by \$123,492 for a total contract amount of \$4,743,333 for Water Rehabilitation - Park Boulevard Phase 1 (Preston Road to US 75), Project No. 7573, from A & B Construction, LLC for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0360-B; Change Order No. 3) **Approved**

PREVIOUS ACTION/PRESENTATION

On July 22, 2024, City Council approved RFB No. 2024-0360-B for Water Rehabilitation - Park Boulevard Phase 1 (Preston Road to US 75), Project No. 7573, for the Engineering Department to A & B Construction, LLC in the amount of \$4,123,775.00.

On May 28, 2025, staff administratively approved Change Order No. 1 in the amount of \$79,965.32.

On February 12, 2026, City Council approved Change Order No. 2 in the amount of \$416,100.40 and amended the contract time to 372 calendar days.

BACKGROUND

The Engineering Department recommends approval of Change Order No. 3 for the increase in the construction contract with A & B Construction, LLC in the amount of \$123,491.50 for the Water Rehabilitation – Park Boulevard Phase 1 (Preston Road to US 75), Project No. 7573.

Change Order No. 3 is the final project change order and reconciles final quantities based on unforeseen field conditions encountered during construction. The adjustments include added pavement replacement, additional cast iron pipe replacement, and related appurtenances needed to complete the project.

The change order also includes final cost adjustments for work on a section of water main serving nearby residents and businesses. This included completing a pipeline crossing beneath Spring Creek Parkway while avoiding water service disruption to those customers.

Approval of this change order will allow the City to close out the construction contract and finalize payment for completed work.

FINANCIAL SUMMARY/STRATEGIC GOALS

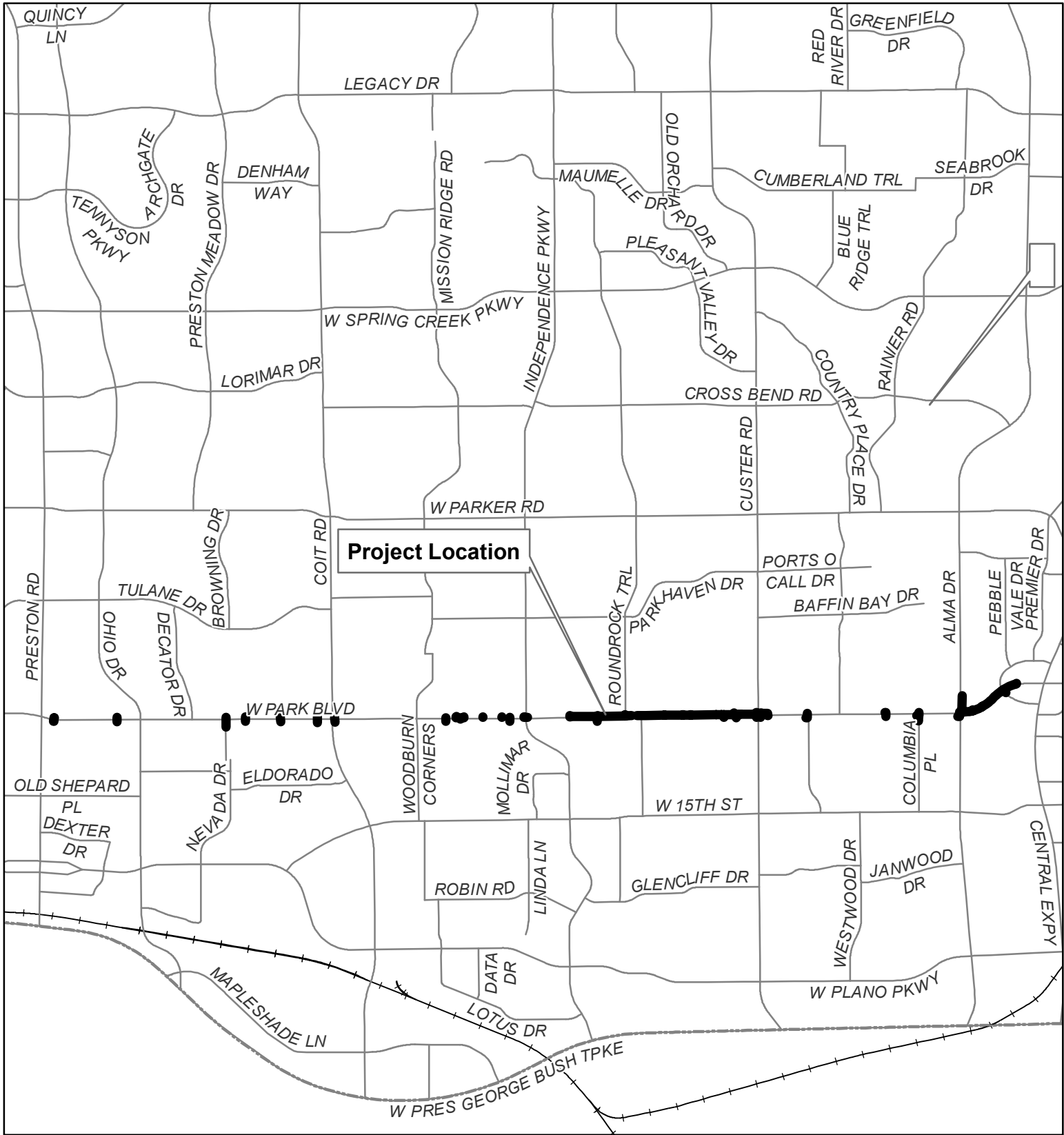
Funding for this item is available in the 2025-26 Water CIP. The third change order to the construction

contract with A&B Construction, LLC for the Water Rehabilitation - Park Boulevard Phase 1 (Preston Rd to US 75) project in the total amount of \$123,492 will leave a balance of \$4,750 for future expenditures.

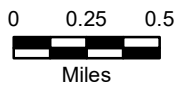
Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	4/21/2026	Map



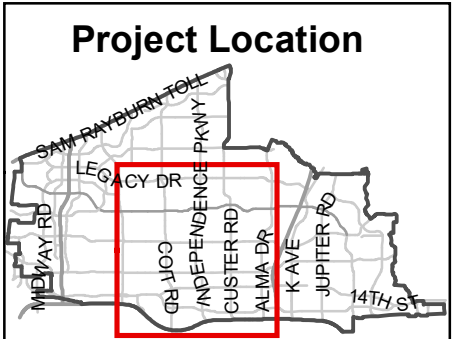
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City of Plano, BI/GIS
March 2023

Water Rehabilitation – Park Boulevard Phase 1 (Preston Road to US 75)

Project No. 7573
Page 45





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Change Order for Water Rehab - River Bend Phase 1, Project No. 7466
RECOMMENDED ACTION: Approval of Change Order

ITEM SUMMARY

To approve a decrease to the current awarded contract amount of \$6,806,386 by \$138,186 for a total contract amount of \$6,668,200 for Water Rehab - River Bend Phase 1, Project No. 7466, from DDM Construction Corporation for the Engineering Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2024-0411-B; Change Order No. 4) **Approved**

PREVIOUS ACTION/PRESENTATION

On August 12, 2024, City Council approved RFB No. 2024-0411-B for Water Rehab - River Bend Phase 1, Project No. 7466, in the amount of \$6,581,735.00.

On March 24, 2025, City Council awarded Change Order No. 1 in the amount of \$171,493.00 and amended the contract time to 522 Calendar Days.

On May 28, 2025, staff administratively approved Change Order No. 2 in the amount of \$44,465.00.

On August 14, 2025, staff administratively approved Change Order No. 3 in the amount of \$8,692.57 and amended the contract time to 524 Calendar Days.

BACKGROUND

The Engineering Department recommends approval of Change Order No. 4 for the decrease in the construction contract with DDM Construction Corporation in the amount of \$138,186.39 for Water Rehab - River Bend Phase 1, Project No. 7466. This change amends the contract time to 580 Calendar Days.

Change Order No. 4 reconciles final contract quantities based on field-verified conditions and actual quantities installed during construction. Quantity adjustments include an overall reduction in pavement replacement and adjustments to waterline materials.

If this change order is not approved, funds allocated for the original scope of work that are not used will not be reallocated to the applicable city fund balance for use on other water and paving infrastructure projects.

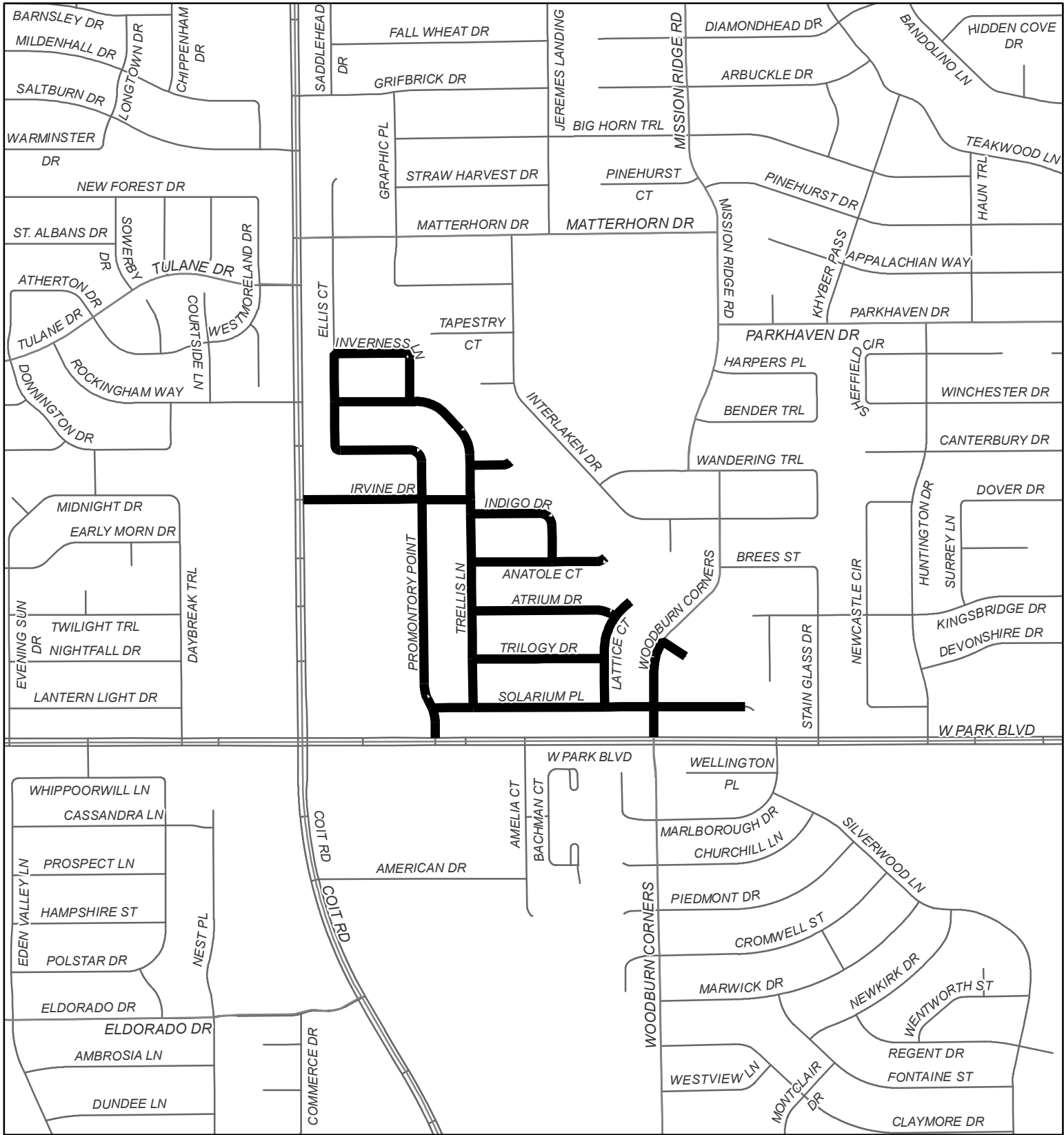
FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves a change in the contract with DDM Construction Corp.. for construction services for the Water Rehab - River Bend Phase 1 project. The fourth change order, reducing the current contract by \$138,186, will leave the balance of funds to be utilized in other water projects.

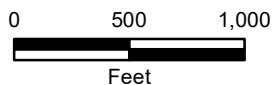
Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/4/2026	Map



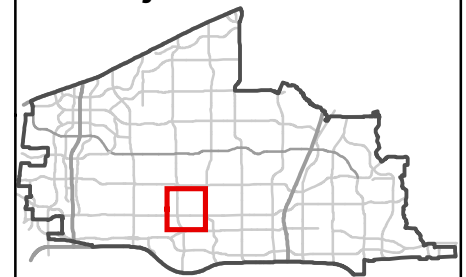
Water Rehab - River Bend Phase I



Project No. 7466



Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Special Projects
DIRECTOR: Peter Braster, Director of Special Projects
AGENDA ITEM: Professional Consulting Services for the Police Training Center
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for Professional Consulting Services for the Police Training Center in the estimated amount of \$203,000 from Abercrombie Creative LLC dba Abercrombie Planning + Design for the Special Projects Department; and authorizing the City Manager to execute all necessary documents. **Approved**

PREVIOUS ACTION/PRESENTATION

On May 11, 2026, City Council approved RFQ No. 2026-0013-X for the Police Training Center for Special Projects to Brinkley Sargent Wiginton Architects, Inc. in the estimated annual amount of \$5,662,588.

BACKGROUND

The Police Training Center will serve as a cornerstone of community protection, operational readiness, and civic pride. Abercrombie Creative LLC dba Abercrombie Planning + Design (Abercrombie) will deliver expertise to ensure the facilities are future-ready and scalable, operationally efficient and cost-effective, and designed to meet the needs of Police, Fire, and community stakeholders.

As a trusted adviser, Abercrombie's role will include, but not limited to:

- Bridge communication between the city, public safety personnel, design team, and CMAR;
- Identify challenges early and recommend solutions;
- Recommend solutions that streamline design, bidding, and construction processes; and
- Integrate modern technology and operational strategies.

The scope of services for Abercrombie were mutually agreed upon May 2026 with compensation in the not-to-exceed amount of \$203,000.00. The scope of services will include, but not limited to:

- Design Phase: Stakeholder engagement, program validation, site planning, and design reviews;
- Bidding & Permitting: Reviewing responses to RFIs, evaluating bids, and supporting contractor selection;
- Construction Administration: Conducting bi-monthly site visits, RFI reviews, and site observation reports; and
- Closeout: Punch list management, commissioning support, and final project reporting.

Abercrombie will provide the following deliverables over the course of the design and construction of the project:

- Stakeholder interview summaries and benchmarking reports;
- Program validation and design milestone review reports;

- Site observation reports during construction; and
- Final project closeout documentation.

Abercrombie's period of performance will commence on the same start date as project architect and will continue through the completion of the project construction. Abercrombie has provided significant assistance throughout the architect design RFQ process for the Police Training Center, and their continued involvement is essential to maintaining project continuity and technical expertise.

Approval of this request is needed to formally proceed with the outlined professional consulting services and to maintain the project's schedule and continuity.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252, Subchapter B, Section 252.022(a)(4). (City of Plano Contract No. 2026-0475-X)

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2025-26 Police Training Center Facility CIP and is planned for future years as well. Approval of the Professional Consulting Services Agreement for the Police Training Center project in the total amount of \$203,000 will leave a balance of \$80,161 in design funds for future expenses.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-Facilities
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Architectural and Engineering Services for the Pecan Hollow Maintenance Building Renovations Project
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for Architectural Services for the Pecan Hollow Golf Maintenance Building Renovations in the amount of \$125,000 from PGAL, Inc. for the Engineering - Facilities Division; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department – Facilities Division recommends entering into a professional services contract with PGAL, Inc. in the amount of \$125,000 for 055 – Pecan Hollow Maintenance Building Renovations, Project No. FAC-F-00152.

The facility was constructed in 2001 and retains most of its original building systems and finishes. The building needs interior renovations within the administrative area, as well as replacement of aging plumbing and mechanical fixtures and equipment. The sole exterior improvement is the infilling of a no longer used fire drafting pond.

PGAL, Inc. was selected due to the firm’s specialized experience in maintenance facility design. Additionally, knowledge gained through their work on the Oak Point Park Maintenance Facility and familiarity with the operational needs of the Parks Department are expected to provide cost-saving efficiencies for this project.

The scope of services will include architectural, mechanical, electrical, plumbing and civil design services.

Failure to approve the professional services expenditure will result in the continued deterioration of the facility and may impact its ability to support the City’s mission of maintaining the Pecan Hollow Golf Course.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the 2025-26 Capital Maintenance Fund and is planned for future years as well. Architectural and Engineering design services for the Pecan Hollow Maintenance Building Renovations project in the total amount of \$125,000 will leave a balance of \$10,000 for future expenditures.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Engineering-CIP
DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering
AGENDA ITEM: Agreement for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006
RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for construction materials testing professional services for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006, in the amount of \$148,457 from Terracon Consultants, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department recommends approval of an expenditure in the amount of \$148,457 for construction material testing services from Terracon Consultants, Inc. for Water Rehabilitation - Parkway Estates and Whiffletree Addition, Project No. ENG-CMB-00006. This project includes the replacement of approximately 14,500 linear feet of 6-inch and 8-inch cast iron water lines in roads and parkways. The project includes repair of effected concrete pavement and the installation of sidewalk ramps in the Parkway Estates and Whiffletree neighborhoods, located at the southeast corner of Coit Road and Spring Creek Parkway.

Terracon Consultants, Inc. was deemed most qualified based on their Statement of Qualifications for the Community Investment Program Survey and Materials Testing/Geotechnical Solicitation RFQ No. 2025-0150-AC. Terracon Consultants, Inc. has previously provided construction material testing services for the City of Plano on projects of comparable scope, including testing for concrete pavement strength and soil density in and around waterline trenches. The firm is currently working on the Water Rehabilitation project for Riggsbee Drive, Peppertree Place, Laurel Lane and Trailridge Drive.

These services ensure quality by verifying that materials furnished and installed by the construction contractor meet or exceed project specifications and city standards.

Not approving this expenditure would limit the city's oversight, risks noncompliance, and may reduce the quality of materials installed and shorten the life of the infrastructure.

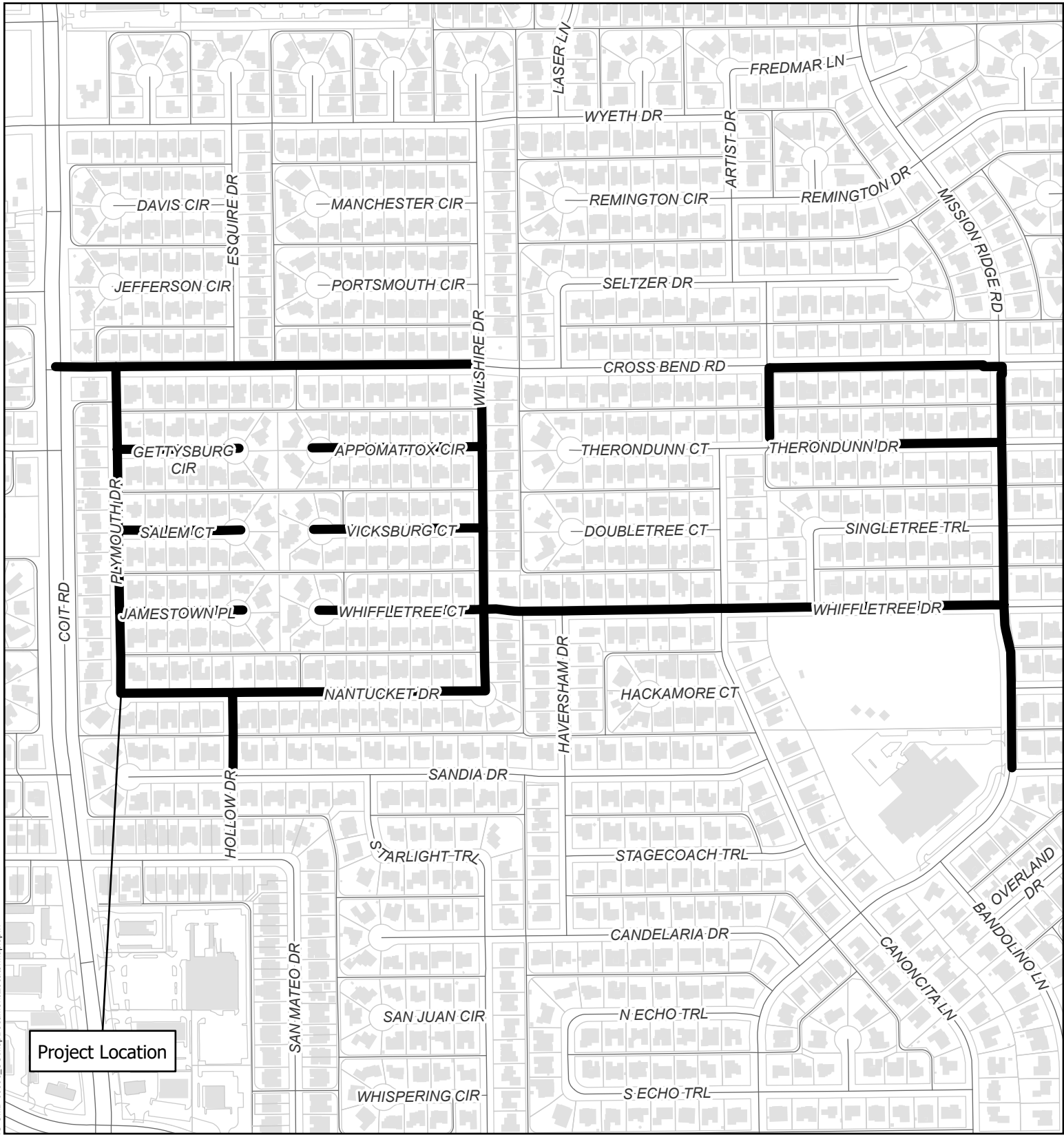
FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is available in the Water CIP and is planned for future years as well. Construction material testing services for the Water Rehabilitation - Parkway Estates and Whiffletree Addition project in the total amount of \$148,457 will leave a balance of \$1,743,893 for future expenditures.

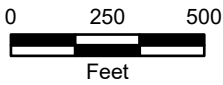
Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	3/24/2026	Map



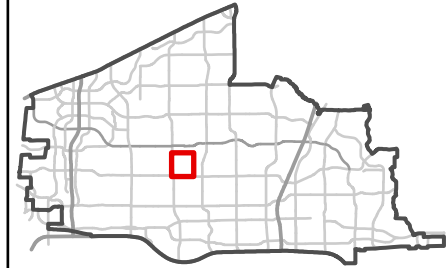
Project Location



Project ENG-CMB-0006

**Water Rehabilitation -
Parkway Estates and Whiffletree Addition**

Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026

DEPARTMENT: Engineering-CIP

DIRECTOR: B. Caleb Thornhill, P.E., Director of Engineering

AGENDA ITEM: Award an expenditure in the amount of \$442,832, for an engineering professional services agreement for Traffic Signal Foundation Improvements - Various Locations, Project No. ENG-S-00030.

RECOMMENDED ACTION: Approval of Expenditure

ITEM SUMMARY

To approve an expenditure for engineering professional services for Traffic Signal Foundation Improvements - Various Locations, Project No. ENG-S-00030, in the amount of \$442,832 from Burgess and Niple, Inc. for the Engineering Department; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The Engineering Department recommends approval of an expenditure in the amount of \$442,832 for Engineering Professional Services from Burgess & Niple Inc. for Traffic Signal Foundation Improvements – Various Locations. This project includes signal foundation and pole replacement at eight (8) intersections across the City, including the following locations:

1. Parker Road & Premier Drive
2. Parker Road & Alma Drive
3. Plano Parkway & Alma Drive
4. Park Blvd & Republic Drive
5. Park Blvd & Jupiter Road
6. 18th Street & K Avenue
7. Spring Creek Parkway & Round Rock Trail
8. Park Blvd & Independence Parkway

The scope includes preliminary design, final design, and construction related professional engineering services.

Burgess & Niple Inc., was deemed most qualified based on their Statement of Qualifications for the Community Investment Program Civil Design Solicitation RFQ No. 2025-0154-AC. Burgess & Niple Inc. has previously performed engineering services on similar intersection improvement projects for the City of Plano, including recently completed project: Intersection Improvements - Hedgecoxe Road and Legacy Drive, Spring Creek Parkway and Windhaven Drive, McDermott Road and Coit Road, and Los Rios Boulevard and Jupiter Road. This previous project included signal design, capacity improvements, extensive traffic control plans and phasing. The engineering firm has also demonstrated experience with surveying and subsurface utility engineering, all of which are necessary for the successful completion of this project.

The proposed project will replace aging traffic signal infrastructure with modern equipment, updated design

features, and durable materials. These improvements are intended to support more reliable signal operation, improve intersection performance, and enhance safety for motorists, pedestrians, and other roadway users.

If the expenditure is not approved, the existing infrastructure would remain in service and will require continued maintenance. Delaying replacement could increase the likelihood of service disruptions, higher repair costs, and operational or safety concerns at the intersection.

FINANCIAL SUMMARY/STRATEGIC GOALS

Funding for this item is budgeted in the 2025-26 Street Improvements CIP and is planned for future years as well. Approval of the contract for engineering professional design services for the Traffic Signal Foundation Improvements - Various Locations project has a total amount of \$442,832.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	6/3/2026	Map



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Police
DIRECTOR: Ed Drain, Chief of Police
AGENDA ITEM: Texas Department of Public Safety Interlocal Drug Analysis Agreement for the Plano Police Department
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an interlocal agreement by and between the City of Plano and the Texas Department of Public Safety in the amount of \$484,456 for drug analysis for the Plano Police Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2026-0400-I) **Approved**

PREVIOUS ACTION/PRESENTATION

On April 22, 2022, City Council approved Contract No. 2022-0156-I for the Interlocal Drug Analysis Agreement between the Plano Police Department and the Texas Department of Public Safety in the estimated amount of \$412,812.

BACKGROUND

The Plano Police Department regularly submits seized drug evidence for laboratory analysis to support criminal investigations and prosecutions. Timely laboratory testing is critical to maintaining case progress, supporting prosecutorial deadlines, and reducing evidence backlogs.

Under the proposed agreement, the Texas Department of Public Safety will dedicate resources to perform seized drug analysis for evidence submitted by the Plano Police Department. Texas Department of Public Safety will assign one full-time equivalent employee to support this effort and will prioritize Plano cases up to the monthly contract limits.

Funding for this agreement is available within the Police Department budget. The agreement provides cost-effective forensic laboratory services while improving evidence processing timelines.

Approval of this agreement will enhance the Plano Police Department's ability to process seized drug evidence efficiently, support successful criminal prosecutions, and improve overall operational effectiveness. Staff recommends approval of the Interlocal Cooperation Agreement with the Texas Department of Public Safety.

FINANCIAL SUMMARY/STRATEGIC GOALS

Expenditures will be made in the Police Department based on need and within approved budget appropriations for each year of the agreement. The total estimated amount to be spent for laboratory analysis of seized drugs by the Texas Department of Public Safety is \$484,456 (\$29,761 in FY 2025-26, \$119,717 in FY 2026-27, \$121,736 in FY 2027-28, \$121,940 in FY 2028-29 and \$91,302 in FY 2029-30).

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description
Contract

Upload Date
6/8/2026

Type
Contract

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and City of Plano (City) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

City of Plano certifies that it has the authority to contract for the services by authority granted in Chapter 252, Local Government Code (Purchasing and Contracting Authority of Municipalities).

DPS certifies that it has authority to perform the services contracted for by authority granted in Texas Government Code Chapter 411.

II. BACKGROUND AND PURPOSE

City of Plano has a need for assistance in testing and analysis of seized drug evidence and requests that DPS provide analysis of seized drug evidence submitted by Plano Police Department (PPD).

DPS has the ability to assist in this regard and agrees to provide this analysis of seized drug evidence submitted by PPD.

III. STATEMENT OF SERVICES TO BE PERFORMED

DPS will perform the following services.

- A. The DPS Crime Laboratory will analyze seized drug evidence submitted by PPD.
- B. At its discretion, DPS will assign the services of one full time equivalent (FTE) to perform analysis under this Contract. This FTE will be a DPS employee.
- C. DPS will attempt to provide a thirty-calendar-day or less turn-around time, from the date of submission to the DPS Laboratory, for seized drug cases with two items or less tested. Case submissions with more than two items tested could exceed thirty calendar days for analysis. Case submissions with additional requests for testing outside the scope of the contract (like but not limited to friction ridge development on seized drugs cases) will delay the completion of the case. Cases will be expedited but the total analysis time will exceed 30 days.
- D. The assigned DPS FTE will work on PPD cases awaiting seized drug analysis until the monthly contract amounts are tested before examining evidence from other agencies as long as this Contract is in place.
- E. At its discretion, DPS will assign the FTE other work after the monthly contract amounts are tested under this Contract, within the parameters of DPS Crime Laboratory policies and procedures. Case submissions by PPD will not exceed 70 cases per month or 182 items tested, whichever is reached first under this Contract.

- F. If under this Contract, the PPD does not submit the monthly contract amounts, DPS will assign the FTE other backlogged work.
- G. Evidence submitted to DPS prior to this Contract's execution date will be processed in the same manner as case submissions from other agencies not having an Interlocal Cooperation Contract with DPS. In other words, the turn-around time defined in this Contract applies only to evidence submitted after the Contract's execution date.

City understands or will perform the following.

- A. City understands that DPS is solely responsible for the employment and management of the DPS personnel. City understands that it will have no input into DPS's decisions regarding management or work of DPS personnel.
- B. City will continue to follow all laboratory policies and procedures outlined in DPS's Laboratory Customer's Handbook, unless otherwise noted.
 - a. Misdemeanor evidence analysis is permitted at discretion of City but the testing will count toward the 70 cases and 182 items tested per month. No additional testing (such as friction ridge analysis) will be included on misdemeanor cases submitted.
 - b. If all items submitted require testing, this must be communicated on the submission form accompanying the evidence submission.
- C. City will not be responsible for paying any testimony fees associated with testimony given in any judicial proceeding in connection with services provided by DPS pursuant to the provisions of this Contract. If testimony is required by former or retired DPS employees, DPS is not responsible for the associated travel costs. Testimony fees are not included in this expectation.
- D. Cases submitted to DPS from PPD during the duration of this Contract will not be outsourced to a lab outside of the DPS Laboratory System for analysis.
- E. City understands that DPS cannot compel testimony of former or retired employees who provided work under the Contract.
- F. City understands that if testimony is needed for a case previously worked by a former or retired employee, it will work with the appropriate entity to:
 - a. Evaluate whether a peer review affidavit by a current employee can serve in place of testimony
 - b. Encourage the use of video testimony as authorized by statute
 - c. Submit the evidence for re-analysis only using the current Expedite Analysis / Re-analysis Request form after all other options have been exhausted. Cases requiring re-analysis will not count toward the monthly number of cases submitted or items tested. Additionally, the evidence may be worked by any qualified DPS employee, not necessary the individual hired under this Contract.

- G. PPD understands DPS provides standard litigation packets upon request. If discovery material beyond a litigation packet is required for every case completed under this Contract, additional personnel resources must be included.

IV. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this Contract will not exceed \$484,455.80. This amount is intended to cover the actual cost of having [one] DPS Forensic Scientist available to City during its business hours and it includes salary, equipment, and operational costs (see Exhibit A). City will remit to DPS by check all costs for performing the services as identified. To accomplish the stated goals of the agreement, DPS may invoice for more than the annual amount stated in Exhibit A for any given year. The cumulative total of those invoices will not exceed the total of the contract as stated in Section IV.

The Contract allows for analysis of up to 70 cases per month (seized drug) or 182 items, whichever is reached first under this Contract. If more than 70 cases per month (seized drug) or 182 items are submitted, they will be processed in the same manner as case submissions from other agencies, not having an Interlocal Cooperation Contract with DPS.

V. TERM OF CONTRACT AND AMENDMENTS

This Contract is effective on May 17, 2026 and will terminate on May 31, 2030, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This Contract may only be amended by mutual written agreement of the parties.

VI. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS: Brady Mills, Chief, Crime Laboratory Division, 5800 Guadalupe, Austin TX 78752. Email: brady.mills@dps.texas.gov. Phone 512-424-7151.

If to City: Plano Police Department, Ed Drain, Chief of Police, 909 14th Street, Plano, Texas 75074. Email: edd@plano.gov or policechief@plano.gov. Phone: 972-941-2410.

VII. MISCELLANEOUS

- A. VENUE. This Contract and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The parties agree that this Contract shall be enforceable in Collin County, Texas, and, if legal action is necessary, exclusive venue shall lie in Collin County, Texas.
- B. SEVERABILITY. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such

decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

- C. **REMEDIES.** No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without the express written consent of the parties. It is further agreed that one (1) or more instances of forbearance by either party in the exercise of its respective rights under this Contract shall in no way constitute a waiver thereof.

- D. **SUCCESSORS AND ASSIGNS.** The parties each bind themselves, their respective successors, executors, administrators and assigns to the other party to this Contract. Neither party will assign, sublet, subcontract or transfer any interest in this Contract without the prior written consent of the other party. No assignment, delegation of duties or subcontract under this Contract will be effective without the written consent of both parties.

VIII. CERTIFICATIONS

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each Party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

City of Plano <i>Mark D Israelson</i> City Manager
Signature of Authorized Representative
Date:

Texas Department of Public Safety Brady Mills <i>Chief, Crime Laboratory Division</i>
Signature of Authorized Representative
Date:

EXHIBIT A						
		Year 1	Year 2	Year 3	Year 4	
SALARY AND BENEFITS						
Forensic Scientist II salary	5/mo.	\$ 6,110.98				
Forensic Scientist III salary	7/mo.	\$ 6,526.52				
Forensic Scientist III salary	12/mo.		\$ 6,526.52	\$ 6,526.52	\$ 6,526.52	\$ 6,526.52
<i>SALARY SUBTOTAL</i>	/yr.	\$ 76,240.54	\$ 78,318.24	\$ 78,318.24	\$ 78,318.24	\$ 78,318.24
Benefits @ 36% of salary	/yr.	\$ 27,446.59	\$ 28,194.57	\$ 28,194.57	\$ 28,194.57	\$ 28,194.57
SALARY AND BENEFITS TOTAL	/yr.	\$ 103,687.13	\$ 106,512.81	\$ 106,512.81	\$ 106,512.81	\$ 106,512.81
OPERATING						
Operating and equipment	/yr.	\$ 11,765.88	\$ 11,765.88	\$ 11,765.88	\$ 11,765.88	\$ 11,765.88
Training	/yr.	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
Licensing fee	/yr.	\$ 204.75	\$ -	\$ 204.75	\$ -	\$ -
<i>OPERATING SUBTOTAL</i>	/yr.	\$ 12,470.63	\$ 12,265.88	\$ 12,470.63	\$ 12,265.88	\$ 12,265.88
Administrative fees (2.5%)	/yr.	\$ 2,886.33	\$ 2,956.97	\$ 2,956.97	\$ 2,956.97	\$ 2,956.97
OPERATING TOTAL	/yr.	\$ 15,356.96	\$ 15,222.85	\$ 15,427.60	\$ 15,222.85	\$ 15,222.85
ANNUAL TOTAL		\$ 119,044.09	\$ 121,735.65	\$ 121,940.40	\$ 121,735.65	\$ 121,735.65
CONTRACT TOTAL					\$ 484,455.80	



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: HR
DIRECTOR: Victoria Huynh, J.D., Director of Human Resources/Risk Management
AGENDA ITEM: Approval of Interlocal Agreement for Group Critical Illness Coverage
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve an Interlocal Agreement through the Interlocal Cooperation Act, Texas Government Code 791 by and between the City of Plano, Texas, and the Texas Municipal League Intergovernmental Risk Pool in the estimated annual amount of \$20,000 for group critical illness coverage as required by House Bill 4144 for the Human Resources Department; and authorizing the City Manager to execute all necessary documents. (Contract No. 2026-0432-1) **Approved**

BACKGROUND

Overview of Contract/Purchase

The City is seeking approval for group critical illness coverage as required by House Bill 4144, passed in the 89th Texas Legislative Session, and will be entering into an interlocal agreement with Texas Municipal League (TML) Intergovernmental Risk Pool through the Interlocal Cooperation Act, Texas Government Code 791.

Texas HB 4144 Overview

Texas House Bill 4144 requires political subdivisions with at least 50 firefighters or peace officers to provide financial protection for eligible first responders who retire on or after January 1, 2026, and develop certain serious health conditions within three years of retirement. Covered conditions include specific cancers, heart attacks, and strokes as defined in the legislation.

MetLife & Amwins Critical Illness Policy

Following a comprehensive RFP and market analysis, MetLife and Amwins have partnered to offer a market-leading Critical Illness insurance product tailored to meet all House Bill 4144 requirements. The TML Intergovernmental Risk Pool will serve as the master policyholder.

Key Program Features:

- **Employer-Paid Coverage:** Provided for a three-year period to eligible retirees of cities, counties, and other political subdivisions.
- **Covered Conditions:** Aligned with statutory requirements.
- **Benefit Amount:** The lesser of the retiree's final salary or \$100,000.
- **Benefit Maximum:** Payable up to seven times the benefit level per category (see benefit summary for category-specific details).
- **Availability:** All political subdivisions required to comply with HB 4144 may participate—membership in the TML Intergovernmental Risk Pool is *not* required.
- **Non-Member Access:** Entities not currently in the TML Intergovernmental Risk Pool may join through a simplified process solely for the purpose of securing HB 4144-compliant coverage.

- Premium Structure: Fully insured premiums collected monthly; no advance payments required.
- Retroactive Coverage: MetLife will allow temporary retroactive coverage to 1/1/2026 to account for delayed regulatory approval. Coverage begins on the later of 1/1/2026 or the retiree’s actual retirement date.
- Benefit Administration by Amwins: Includes marketing, implementation, enrollment, eligibility management, billing, premium administration, and ongoing client and broker support.

The premiums are age banded as outlined below:

Age Band	Monthly Rate per \$1,000
<25	\$0.06
25–29	\$0.08
30–34	\$0.14
35–39	\$0.25
40–44	\$0.46
45–49	\$0.73
50–54	\$1.15
55–59	\$1.73
60–64	\$2.41
65–69	\$3.14
70–74	\$4.01
75–79	\$4.75
80–84	\$5.30
85+	\$5.54

The cost of services is estimated to be around \$20,000 annually (based upon actual projections using 2026 retirees in the amount of \$7,776 through the end of April 2026).

Failure to approve this interlocal agreement and policy would result in the City of Plano, Texas being out of compliance with House Bill 4144.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves an Interlocal Agreement with TML Intergovernmental Risk Pool for group critical illness coverage in the estimated amount of \$20,000 in FY 2025-26. Future year premiums will increase based on the eligibility of First Responder retirements. Funds are available in the Risk Management Fund and future year expenditures will occur within council approved appropriations.

Approval of this item relates to the City's Strategic Plan Critical Success factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
2026-0432-I ILA for Group Critical Illness	6/3/2026	Agreement
TML Risk Pool Information Sheet	6/8/2026	Informational
Statement of Responsibility	6/8/2026	Informational
Plan Summary	6/8/2026	Informational
Flyer Amwins Benefits 031926	6/8/2026	Informational

Texas Municipal League Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

GROUP CRITICAL ILLNESS INTERLOCAL AGREEMENT

This Group Critical Illness Interlocal Agreement (hereinafter referred to as “Agreement”) is entered into by and between political subdivisions of this state (hereinafter referred to as “Electing Pool Members”). This Agreement is specifically for the Electing Pool Members to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the “Coverage”). Under this Agreement, the Texas Municipal League Joint Self-Insurance Fund (hereinafter referred to as the “Fund”) will act only as the initial holder of the Coverage.

WITNESSETH:

The undersigned Electing Pool Member, in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Electing Pool Members for the purpose of acquiring and accessing the Coverage. The conditions of membership agreed upon by and between the parties are as follows:

1. Other definitions of terms used in this Agreement:
 - a. Administrator. Refers to the entity administering the Coverage.
 - b. Provider. Refers to the entity issuing and providing the Coverage.
2. In consideration of the execution of this Agreement by and between the Electing Pool Members and the Fund, the coverage elected by the Electing Pool Member is afforded according to the terms of the Coverage provided by the Provider.

Each Electing Pool Member agrees to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. This Agreement shall be construed to incorporate the Coverage, Declarations, and Agreements and addenda whether physically attached hereto.
3. It is understood that by participating in this risk-sharing mechanism to cover liability exposures, the Electing Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Electing Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Agreement does not agree to expand those limitations.
4. The term of this Agreement and the Coverage provided to the Electing Pool Member shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days’ written notice to the Electing Pool Member. Changes to the Agreement made during the term, whether requested by the Electing Pool Member or required by the Fund, will be handled by written agreement.
5. The Electing Pool Member agrees that it will appoint a contact of department head rank, and neither the Administrator, the Provider, nor the Fund shall be required to contact any other individual except this one person. Any notice to or agreements with the contact shall be binding upon the Electing Pool Member. The Electing Pool Member reserves the right to change the contact from time to time by giving written notice to the Administrator, the Provider, and the Fund.
6. The Electing Pool Member, via this Agreement, is electing to participate in the Fund only to the extent of acquiring and obtaining access to the Coverage. The Electing Pool Member shall not make contributions to the Fund nor receive the other coverages provided for by the Fund, nor shall the Fund be liable for the payment of claims against or by the Electing Pool Member. The Fund shall only act as the initial holder of the Coverage. The Fund shall not handle any aspects of claims under the Coverage.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ELECTING POOL MEMBER FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM ALL CLAIMS (INCLUDING REASONABLE ATTORNEY FEES), EVEN IF SUCH CLAIMS ARISE FROM THE NEGLIGENCE, WHETHER SOLE, JOINT, COMPARATIVE, OR CONCURRENT, OR ALLEGED NEGLIGENCE OF THE FUND, ITS TRUSTEES, OFFICERS, EMPLOYEES, OR AGENTS, THAT MAY BE ASSERTED AGAINST THE FUND ARISING OUT OF THIS AGREEMENT.

The Fund shall not be liable for the administration or handling of claims by or against the Electing Pool Member under the Coverage. Electing Pool Members agree that the Provider and the Administrator are assuming all costs, liabilities, and risks arising from this Agreement and the Coverage, and agree that any grievances, claims, or suits by an Electing Pool Member arising from this Agreement and/or the Coverage shall be brought against only the Provider and/or Administrator.

In connection with claims within the scope of the Coverage, the Administrator shall provide the following services on behalf of the Electing Pool Member as confirmed specifically in the Coverage: overall claims administration; claims servicing including investigation and recommendations; periodic meetings with the Electing Pool Member's contact or claims committee; claims handling; storage and retention of claims records; periodic reports detailing claims and loss information and history. The Electing Pool Member shall comply with all reasonable requirements of the Provider and the Administrator.

Electing Pool Member Fax Number	

Fund Contact Information (if different from member)	
Address _____	
Telephone _____	Fax _____
E-mail _____	

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT (See Section 5):		
Member Name _____		
Name of Contact _____	Title _____	
Mailing Address _____		
Street Address (if different from above) _____		
City _____	Zip _____	Phone _____
SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL		
_____	_____	
Title	Date	
Electing Pool Member's Federal Tax I.D. Number _____ - _____		
This Information is MANDATORY		

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____	
Member Name _____	
Contract Number _____	
SIGNATURE OF AUTHORIZED FUND OFFICIAL	
_____	_____
Title	Date

TML Risk Pool – Met Life HB4144 CI New Group Sales Submission

GENERAL INFORMATION		
Account	TML Risk Pool	
Municipality:		
Situs State:		
Address:		
Account Contact:		
Phone:	Fax:	Email:
Policy Effective Date:		
Group website to post certificate:		
New Business:	Yes	
Billing Type:	List Bill Client	

BILLING CONTACT INFORMATION	
<u>Billing Contact:</u>	
Address:	
Phone Number:	
Fax Number:	
E-mail Address:	

ELIGIBILITY CONTACT INFORMATION	
<u>Eligibility Contact:</u>	
Contact:	
Address:	
Phone Number:	
Fax Number:	
E-mail Address:	

BROKER INFORMATION 1		
<u>Brokerage Firm:</u>		Comp:
<u>Agent name:</u>		
Address:		
Address 2:		
Phone Number:		
Tax ID:		
E-mail Address:		

BROKER INFORMATION 2		
<u>Brokerage Firm:</u>		Comp:
<u>Agent name:</u>		
Address:		
Address 2:		
Phone Number:		
Tax ID:		
E-mail Address:		



STATEMENT OF RESPONSIBILITY FOR GROUP CRITICAL ILLNESS

This Statement of Responsibility is entered into by and between the Texas Municipal League Joint Self-Insurance Fund (the "Fund") and the political subdivision of the state of Texas identified below (hereinafter referred to as "Electing Pool Member") which has elected to sign a certain Group Critical Illness Interlocal Agreement to acquire and access Group Critical Illness Coverage, as required by House Bill 4144, passed in the 89th Texas Legislative Session (hereinafter referred to as the "Coverage"). The Coverage shall be issued to the Fund through Metropolitan Life Insurance Company ("MetLife") and shall cover members of the Electing Pool Member.

WITNESSETH:

The undersigned political subdivision has elected to become an Electing Pool Member for the purpose of acquiring and accessing the Coverage and has agreed to adopt and accept the coverage, provisions, terms, conditions, exclusions, and limitations as further provided for in the Coverage. In connection with acquiring and accessing the Coverage, the Electing Pool Member hereby makes the following representations:

- 1) The Electing Pool Member must enroll all eligible members in the Coverage;
- 2) The Electing Pool Member shall be required to pay 100% of the premium for enrolled members throughout their entire three-year eligibility period and remit such premium to MetLife through a designated third-party administrator;
- 3) The Electing Pool Member shall provide all necessary information to MetLife through a designated third-party administrator to administer the Coverage in a timely manner.
- 4) This provision applies to any Electing Pool Member that is not required, under applicable state law, to offer the Coverage but nonetheless elects to participate in the program. Any such Electing Pool Member agrees as follows: (i) all eligible retirees of the Electing Pool Member must be enrolled in the Coverage while the Electing Pool Member participates in the program; and (ii) the Electing Pool Member shall enroll each retiree and pay the applicable premium for each such retiree for a minimum period of thirty-six (36) months, measured from the effective date of that retiree's Coverage. This obligation shall survive cancellation or termination of participation in the program and shall continue until a full thirty-six (36) months of premium has been paid for each enrolled retiree.

Premiums and fees are due and payable by the Electing Pool Member on the first day of each month for which coverage for members of that Electing Pool Member is to be provided. The Electing Pool Member's first premiums/fees must be paid within 31 days of the effective date of Coverage. If a payment other than the Electing Pool Member's first payment is not received within 31 days after the due date, Coverage will terminate on the earlier of the 31st day following the due date and the date requested in writing by the Electing Pool Member, provided the request is made before the 30th day following the due date. The Electing Pool Member will be liable for payment of the premium and fees which accrue while any Coverage remains in force.

The term of this Statement of Responsibility shall be continuous commencing 12:01 a.m. on the date designated in the Coverage until terminated by the Electing Pool Member or Provider as provided in the Coverage, or until terminated for any reason by the Fund by providing 60 days' written notice to the Electing Pool Member.

Electing Pool Member Fax Number _____ Fund Contact Information (if different from member) Address _____ Telephone _____ Fax _____ E-mail _____

TO BE COMPLETED BY ELECTING POOL MEMBER:

ELECTING POOL MEMBER'S FUND CONTACT:		
Member Name _____		
Name of Contact _____		Title _____
Mailing Address _____		
Street Address (if different from above) _____		
City _____	Page 72 Zip _____	Phone _____

SIGNATURE OF AUTHORIZED ELECTING POOL MEMBER OFFICIAL

Title _____ Date _____

Electing Pool Member's Federal Tax I.D. Number ____ - ____
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

SIGNATURE OF AUTHORIZED FUND OFFICIAL

Title _____ Date _____



Critical Illness Insurance

Benefits you can use as you see fit, such as to help cover expenses that are not covered by your medical plan.

Critical Illness Insurance Benefits

Eligible Individual	Benefit Amount	Requirements
Coverage Options		
Peace Officer and/or Firefighter Retiree members of Texas Municipal League Intergovernmental Risk Pool	The lesser of one times the basic annual earnings on file prior to retirement rounded to the next higher \$1,000, or \$100,000	3 Years of consecutive coverage is provided as Employer Paid when you have retired on or after 1/1/2026

Benefit Payment

Your plan pays a lump-sum benefit upon the first verified diagnosis of each Covered Condition that occurs within the first three years of your retirement. Please refer to the table below for the percentage benefit payable for each Covered Condition.

Covered Conditions*	One Time Benefit
Cancer Category	
Type A Cancer: cancer that originates at the stomach, colon, rectum, skin (excluding malignant melanoma), prostate, testis, or brain	100% of Benefit Amount
Type B Cancer: non-Hodgkin's lymphoma	100% of Benefit Amount
Type C Cancer: multiple myeloma	100% of Benefit Amount
Type D Cancer: malignant melanoma	100% of Benefit Amount
Type E: renal cell carcinoma	100% of Benefit Amount
Heart Attack Category	
Heart Attack	100% of Benefit Amount
Stroke Category	
Stroke	100% of Benefit Amount

* Notes Regarding Covered Conditions

MetLife will not pay a benefit for a Covered Condition that is diagnosed prior to the coverage effective date.

- Cancer – Please review the certificate for specific information about cancer benefits. In most states, not all types of cancer are covered.
- Heart Attack – The Heart Attack Covered Condition pays a benefit for the occurrence of a myocardial infarction, subject to the terms of the certificate. A myocardial infarction does not include sudden cardiac arrest.
- Stroke – In certain states, the Covered Condition is Severe Stroke.



Critical Illness Insurance

Example of How Benefits are Paid

The example below illustrates a retiree who has a Benefit Amount of \$100,000.

Illness – Covered Condition	Payment
Heart Attack — first verified diagnosis, year one of coverage	Initial Benefit payment of \$100,000 or 100%
Stroke – first verified diagnosis, year two of coverage	Initial Benefit payment of \$100,000 or 100%

This example is for illustrative purposes only. The MetLife Critical Illness Insurance Policy and Certificate are the governing documents with respect to all matters of insurance, including coverage for specific illnesses. The specific facts of each claim must be evaluated in conjunction with the provisions of the applicable Policy and Certificate to determine coverage in each individual case.

Question & Answer

Q. Who do I call for assistance?

A. Call 1-800-313-7008 or email at texashb4144@amwins.com

Insurance Rates

MetLife offers group rates, your retiree rates are outlined below.

Monthly Premium per \$1,000 of Coverage

Age	Employee Only
<25	\$0.06
25–29	\$0.08
30–34	\$0.14
35–39	\$0.25
40–44	\$0.46
45–49	\$0.73
50–54	\$1.15
55–59	\$1.73
60–64	\$2.41
65–69	\$3.14
70–74	\$4.01
75–79	\$4.75
80–84	\$5.30
85+	\$5.54

Rates will increase when a Covered Person reaches a new age band.

Rates are subject to change.

METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. Product features and availability vary by state. There may be a preexisting condition exclusion. There may be a Benefit Reduction Due to Age provision. There may be a Benefit Suspension Period between recurrences of the same Covered Condition or occurrences of different Covered Conditions. Attained Age rates will increase when a Covered Person reaches a new age band. Rates are subject to change. A more detailed description of the benefits, limitations, and exclusions applicable to MetLife's CII product can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP07-CI, GPNP09-CI, GPNP10-CI, GPNP14-CI, GPNP19-CI or contact MetLife for more information. Please contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.

MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses.



Texas House Bill 4144 (HB4144) Insurance Solution

In Partnership with MetLife / Policyholder TML Risk Pool

► Overview of Texas HB4144

Texas House Bill 4144 mandates Texas political subdivisions with at least 50 Firefighters or Peace Officers to provide financial protection, for eligible first responders retiring on or after 1/1/26, who develop certain serious health conditions within three years of retirement. These include certain cancers, stroke and heart attack, as defined in HB4144.

MetLife* and **Amwins**, after a full RFP and market analysis, have partnered to deliver the market-leading Critical Illness solution for public entities in the State of Texas. MetLife will provide the fully insured solution, Amwins will provide the benefit administration support, and the **TML Risk Pool** serves as the master policyholder.



► MetLife's Insured Solution

MetLife has designed a **Critical Illness insurance product** tailored to meet HB4144 coverage requirements.**

Key elements of the solution include:

- **Employer paid coverage** offered to eligible retirees of cities, counties, and other political subdivisions for 3 years.
- **Covered conditions** are based on HB4144 requirements, which include cancer¹, heart attack², and strokes.
- **Benefit level** follows the statutory requirement, the lesser of the retiree's final salary or \$100,000.
- **The benefit maximum** is payable up to 7 times the benefit level per category. *See coverage benefit summary for more details.*
- **All political subdivisions required to comply** with HB4144 will have access to this benefit. This policy is not restricted to current TML Risk Pool members.
- **Non-members of TML Risk Pool who wish to obtain this coverage** may join TML Risk Pool through a simplified process, solely for the purpose of obtaining coverage to satisfy the mandate under Texas House Bill 4144.
- **Fully Insured Premium will be collected** on a monthly basis, with no advance payment required.
- **MetLife has agreed to allow temporary retroactive coverage** to 1/1/26 solely to address the delayed regulatory approval. Coverage for any eligible retired firefighter or peace officer will begin on the later of 1/1/2026, or the individual's actual retirement date.
- **Amwins will serve as the benefit administrator** for all recordkeeping functions. Services include: Marketing, Implementation, Enrollment, Eligibility Management, Billing & Premium Administration, Broker & Underlying Client Support.
- **Brokers and Consultants** – This product is also available to any broker or consulting firm and their clients who must comply with HB4144.

For Marketing Support and Additional Information,
Contact Amwins TX HB4144 Support Team

 txhb4144@amwins.com
 800.313.7008

Texas House Bill 4144 (HB4144) Insurance Solution

▶ Footnotes

1. Please review the certificate for specific information about cancer benefits. Not all types of cancer are covered.
2. The Heart Attack Covered Condition pays a benefit for the occurrence of a myocardial infarction, subject to the terms of the certificate. A myocardial infarction does not include sudden cardiac arrest.
- * METLIFE CRITICAL ILLNESS INSURANCE (CII) IS A LIMITED BENEFIT GROUP INSURANCE POLICY. Like most group accident and health insurance policies, MetLife's CII policies contain certain exclusions, limitations and terms for keeping them in force. MetLife's Critical Illness Insurance is not intended to be a substitute for Medical Coverage providing benefits for medical treatment, including hospital, surgical and medical expenses. MetLife's Critical Illness Insurance does not provide reimbursement for such expenses. A more detailed description of the benefits, limitations, and exclusions applicable to MetLife's CII product can be found in the applicable Disclosure Statement or Outline of Coverage/Disclosure Document available at time of enrollment. For complete details of coverage and availability, please refer to the group policy form GPNP15-3T-CI-TRUST-NER or contact MetLife for more information. Benefits are underwritten by Metropolitan Life Insurance Company, New York, New York.
- ** The product has been approved by the State of Texas Department of Insurance.

Texas House Bill 4144 Critical Illness Solution In Partnership with MetLife / Policyholder TML Risk Pool

► Frequently Asked Questions

For more information about the **TML Risk Pool's** Insured Solution through **MetLife**, please contact **Amwins** at **800.313.7008**, or txhb4144@amwins.com.

What is Texas House Bill 4144 (HB4144)?

HB4144 requires certain Texas political subdivisions to provide financial protection for eligible retired peace officers and/or firefighters who develop certain serious health conditions within three years after retirement.

[Full text of the act can be found here](#)

Does HB4144 apply to all political subdivisions?

No, it only applies to those with at least 50 firefighters and/or peace officers.

What benefit is required to be provided by the political subdivision?

The political subdivision must provide a critical illness supplemental income benefit, or comparable health coverage, if a firefighter or peace officer is diagnosed with a specified health condition or disease no later than the third anniversary following retirement. The value of the supplemental income benefit is the lesser of the employee's final year of salary or \$100,000.

What specific conditions or diseases are mandated for coverage by HB4144?

The law mandates conditions explicitly listed in HB4144 including:

- Cancer that originates at the stomach, colon, rectum, skin, prostate, testes, or brain
- Non-Hodgkin's lymphoma
- Multiple myeloma
- Malignant melanoma
- Renal cell carcinoma
- Heart attack
- Stroke

Do I have to change my provider to participate in the program?

No changes to your current insurance programs or health care providers are required.

This fully insured program operates independently of all other insurance coverage.

 **Who is responsible for offering the required benefit?**

The employing political subdivision is required to offer the benefit and the amount is the lesser of:

- The retiree’s final annual salary, or \$100,000
- The statutory maximum benefit is 7x the initial benefit.

 **Can a political subdivision self-fund this requirement?**

Yes. The employing political subdivision may: Self-fund the benefit, or purchase an insured solution, such as the MetLife program administered by Amwins.

 **How long is the political subdivision responsible for the coverage?**

The employing political subdivision’s obligation continues for 36 months following retirement, regardless of the date of diagnosis, provided the diagnosis occurs within that period.

 **Who are the key partners in this solution?**

- **TML Risk Pool** (Texas Municipal League Intergovernmental Risk Pool) – Policyholder Entity
- **MetLife** – Insurance carrier providing the Critical Illness product
- **Amwins** – Exclusive third-party administrator (implementation, eligibility, billing, support)

 **Does the solution comply with HB4144?**

Yes, MetLife has designed a program to match the letter of the law.

 **Was the TML Risk Pool solution competitively procured?**

Yes. It was competitively procured by the consultant and approved by the Pool’s Trustees.

 **Do political subdivisions need to be members of the TML Risk Pool to access the solution?**

Yes. Membership in the TML Risk Pool is required. Though, non-members may join solely for HB4144 participation. Current members must execute a coverage-specific interlocal agreement.

 **How does an entity join the TML Risk Pool for this program?**

The joining process is administered by the TML Risk Pool. Membership confirmation flows from the TML Risk Pool to Amwins for onboarding.

 **Is the MetLife solution a Fully Insured Product?**

Yes. It is fully insured and includes a four-year rate guarantee.

 **Is underwriting required?**

No medical underwriting is required. The plan and rates are the same for all participating entities.

 **Who is eligible for coverage?**

Retired peace officers and firefighters who meet HB4144 eligibility criteria and retire from a participating political subdivision on or after January 1, 2026.

 **Are dependents or spouses covered?**

No. This offering provides retiree-only Critical Illness coverage.

 **What is the benefit amount to be paid by MetLife if a retiree is diagnosed with a critical illness?**

The benefit amount is the lesser of:

- The retiree’s final annual salary, or \$100,000
- The statutory maximum benefit is 7x the initial benefit

 **How are rates structured?**

Rates are age-banded and calculated per \$1,000 of covered salary, up to a maximum salary of \$100,000.

 **May retirees “age up” into new rate brackets?**

Yes. Attained-age rate adjustments occur on the TML Risk Pool master policy anniversary date. Not on the anniversary of the individual retiree’s effective date.

 **Can retirees change their benefit amount?**

No. The benefit is fixed based on final salary and cannot be changed once issued (except for optional portability after the 3-year period, if applicable).

 **Is porting or converting coverage an option after 36 months?**

Portability and conversion options are currently under review with MetLife. Preliminary guidance suggests these options may be available; however, final workflows, forms, and communication timing are still being finalized by MetLife and Amwins.

 **Who will send termination or conversion notices?**

Amwins is responsible for all termination and conversion notices. After receiving notice from the employing entity, Amwins issues notices approximately 90 days prior to termination and ensures compliance with Texas law requiring notification within 30 days after termination.

 **What does implementation process include?**

1. Political subdivision executes interlocal with the TML Risk Pool.
2. Amwins presents the opportunity and manages application submission.
3. Amwins prepares the rated brochure; MetLife approves.
4. Entity signs a Participation Agreement (MetLife to provide).
5. Amwins sets up the entity in the TPA system.
6. Implementation call is scheduled to confirm:
 - Eligibility file format
 - Billing preferences
 - Contacts and communication workflow
7. Monthly eligibility and billing begin

 **Who handles administrative tasks?**

Amwins handles the following:

- Implementation & onboarding
- Eligibility file management
- Billing and premium administration
- Administrative customer service

MetLife handles the following:

- Policy Issuance
- Claims Administration
- Claimant Support

 **What eligibility data is required?**

Once the interlocal agreement is executed, the political subdivision must submit the following information:

- Entity identifier
- Retiree name
- SSN
- Last annual salary
- Retirement date
- Coverage effective date
- Termination date (calculated based on 36 months)

 **How are data files managed?**

A consolidated entity-level file is preferred. Amwins manages the receipt and processing of all eligibility data, and manual remittance is offered for smaller entities as necessary.

 **How many municipalities are expected to participate?**

We expect approximately 200 participating entities.

 **Who is billed?**

Billing is issued directly to individual municipalities and counties rather than to the TML Risk Pool.

 **How often are invoices sent?**

Amwins issues invoices on a monthly basis.

 **How do entities pay?**

Entities may pay by check, ACH/bank draft, or eBill payment portal.

 **Who handles Critical Illness claims?**

All Critical Illness claims are administered by MetLife.

 **Who supports retirees with claim questions?**

MetLife provides support for benefit and claim-related questions, while Amwins handles eligibility and billing questions from participating entities.

 **What documentation do retirees receive?**

Entities will receive the policy and Critical Illness packet, which they will distribute to eligible retirees.

 **Will the TML Risk Pool host program documents on their website?**

Yes. The TML Risk Pool website will host key program materials such as:

- Brochure
- Participation Agreement
- File specifications
- Contacts
- Policy documents will be accessible on the TML Risk Pool website.

 **What reporting is available?**

Available reporting includes premium paid versus billed reconciliations and monthly member and coverage backup reports.



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Emergency Management.
DIRECTOR: Carrie Little, Director of Emergency Management
AGENDA ITEM: Memorandum of Understanding with the Texas Division of Emergency Management for participation in the Texas Emergency Management Assistance Team
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the terms and conditions of the Memorandum of Understanding between the City of Plano and the Texas Division of Emergency Management for participation in the Texas Emergency Management Assistance Team Program, including the Incident Support Task Force, State of Texas Incident Management Team, Public Works Response Team, Texas A&M Task Force, and Texas Intrastate Fire Mutual Aid System; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The City of Plano participates in numerous local, regional, state, and federal partnerships designed to strengthen the City's preparedness, response, recovery, and mitigation capabilities. These partnerships provide opportunities for training, professional development, resource sharing, and coordinated emergency management operations.

The Texas Emergency Management Assistance Team (TEMAT) Program is administered by the Texas Division of Emergency Management (TDEM) and provides a statewide framework for qualified personnel to support disaster response and recovery operations throughout Texas. TEMAT personnel may be deployed to assist state and local jurisdictions during emergencies, disasters, planned events, and recovery operations.

Historically, City of Plano personnel have participated in several statewide emergency management and mutual aid programs that are now being consolidated under the TEMAT framework. TDEM has established TEMAT as a single administrative structure to coordinate participation, training, deployment procedures, reimbursement processes, and program oversight across multiple response and support teams.

Participation in TEMAT provides City of Plano personnel with advanced training opportunities, operational experience during real-world incidents, and the ability to support statewide emergency management efforts. These experiences strengthen local capabilities by enhancing staff knowledge, expanding professional networks, and improving readiness for emergencies affecting the City of Plano.

The Memorandum of Understanding establishes the responsibilities of both TDEM and the City of Plano related to training, deployment procedures, liability protections, reimbursement processes, and administrative requirements. Participation in TEMAT is voluntary, and all deployments are coordinated through TDEM and approved by the City of Plano.

Approval of the Memorandum of Understanding will authorize the City of Plano to continue participating in these statewide emergency management programs under the TEMAT framework and allow qualified City

personnel to be considered for future training and deployment opportunities.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Memorandum of Understanding supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
TMAT MOU	6/4/2026	Agreement

Memorandum of Understanding Between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer _____ (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
 2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
 3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
 4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
 5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
 6. Develop, implement, and exercise an internal notification and call-out system for Members.
 7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
 8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
 9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
 10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
 11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

12. All reimbursement requests pursuant to this section shall follow program specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program and advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

Jurisdiction to ensure Members attend or maintain qualifications may result in dismissal from the TEMAT Program when qualifications are no longer valid.

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Administrators/Jurisdiction
 - 1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
 - 2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.
- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.
- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.
- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

XI. POINTS OF CONTACT

	TDEM	TEMAT Coordinator
Name:	Chief Nim Kidd	Kharley Smith
Title:	Chair – Texas Emergency Management Council	ISTF Division Chief
Address Line 1:	313 E Anderson Ln	313 E Anderson Ln
Address Line 2:	Building 3	Building 3
City, State, Zip:	Austin, TX 78752	Austin, TX 78752
Phone Number:	512-424-2436	512-424-2436
Email:	Nim.kidd@tdem.texas.gov	kharley.smith@tdem.texas.gov

Jurisdiction

Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.
- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payments owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
 Name: W. Nim Kidd
 Title: Chief, Texas Division of Emergency Management
 Date: _____

JURISDICTION

Signature: _____
 Name: _____
 Title: _____
 Date: _____



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Emergency Management.
DIRECTOR: Carrie Little, Director of Emergency Management
AGENDA ITEM: Memorandum of Agreement with the Federal Emergency Management Agency for Integrated Public Alerting and Warning
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve the terms and conditions of the Memorandum of Agreement between the City of Plano and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office for the Interoperable System(s) and IPAWS Open Platform for Emergency Networks; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

The City of Plano purchased and utilizes CodeRED as a mass notification software. CodeRED may provide non-emergency and emergency notification to employees, businesses, and citizens of Plano. However, the software is limited to user enrollment to receive notifications.

In 2025, the Department of Emergency Management began the process of federal and state authorization to use the Federal Emergency Management Agency (FEMA) Integrated Public Alert and Warning System (IPAWS). IPAWS is FEMA's national system for local warning, providing authenticated emergency and life safety information to the public via mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio system. The FEMA IPAWS integrated with CodeRED to allow for emergency alerts and warnings to individuals within a specific geographic area. This provides immediate notification in the event of an emergency disaster, or serious threat.

The Department of Emergency Management is pursuing formal authorization for use of the IPAWS system. The provided Memorandum of Agreement is the next step in the process for authorization to proceed.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Approval of this Memorandum of Understanding supports the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
IPAWS MOA	6/4/2026	Agreement

Memorandum of Agreement between the

and the



Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office

Regarding the use of:

Interoperable System(s) and IPAWS OPEN Platform for Emergency Networks (IPAWS-OPEN)

Version 4.8

05/01/2026

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Document Change History

Version	Date	Author	Description
4.0	06/13/2019	Al Kenyon	Updated COG MOA with stakeholders' input
4.1	06/13/2019	Al Kenyon	Delete CISO and CIO signature blocks per CIO Corrected IPAWS Suite #, Zipcode
4.2	6/20/2019	Gustavo Barbet Jr	Fixed grammatical errors and made minor wording changes throughout document
4.3	9/6/2019	Mark Lucero	Changes to Section 3.0 from paragraph to bullet format
4.4	1/31/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.5	6/30/2020	Gustavo Barbet Jr	Updated FEMA CISO POC
4.6	10/15/2020	Mark Lucero, Al Kenyon, Justin Singer	Authority Section, Version History Page, and Footer Updates
4.7	5/24/21	Mark Lucero	Update AWS Cloud, IPAWS-OPEN Tech Lead
4.8	4/26/2022	Gustavo Barbet Jr	Updated FEMA CISO POC

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MEMORANDUM OF AGREEMENT

1.0 SUPERSEDES: TX City of Plano signed //

2.0 INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Program regarding the utilization and security of Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS-Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the FEMA IPAWS Program.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

3.0 AUTHORITY

This agreement is authorized under the following authorities and regulations:

- Section 706 of 47 U.S.C. 666, The War Powers Act: Provides for Presidential Access to commercial communications during “a state of public peril or disaster or other national emergency”
- Public Law 93-288, The Stafford Act. Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Public Law 114-143, The IPAWS Modernization Act: Enacts to law the policy statement and similar requirements found in Executive Order 14307
- Sec. 202. Disaster Warning: Directs FEMA to provide technical assistance to State and local governments to ensure that timely and effectively disaster warning is provided
- Executive Order 13407 of June 26, 2006, Public Alert and Warning System: Established as policy the requirement for the United State to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people
- 47 CFR Part 10, Wireless Emergency Alert (WEA): Provide for alert and warning to devices on wireless carrier networks
- 47 CFR Part 11, Emergency Alert System (EAS): Provide for alert and warning over TV and radio broadcast

4.0 BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

5.0 COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

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The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or investigations. Containment and/or resolution procedures will be documented by the identifying party and after-action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).
- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS-OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

6.0 TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS-OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

7.0 SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.

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- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.
- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

8.0 PROFICIENCY DEMONSTRATION

Once enabled, each COG operating under this agreement must demonstrate their ability to compose and send a message through the IPAWS-OPEN system at regular intervals. Such demonstration must be performed on a monthly basis through generation of a message successfully sent through the IPAWS-OPEN Training and Demonstration environment.

9.0 ASSOCIATED SOFTWARE REQUIREMENTS

The COG will need to select a software package which will allow the COG to properly populate a Common Alerting Protocol (CAP) message which complies with both the *OASIS Common Alerting Protocol Version 1.2* and the *OASIS Common Alerting Protocol, v. 1.2 USA Integrated Public Alert and Warning System Profile Version 1.0*. With respect to the software and the software vendor selected FEMA expects the selected software to provide the following minimum critical capabilities and services:

- Permissions:
 - The ability to assign and manage user permissions; and
 - The ability to retrieve and view IPAWS Alerting Permissions
- Proficiency:
 - The provision of vendor support, to include user training, and around the clock technical support; and
 - The ability to submit both live and test digital certificates, with clear, easily identifiable information that indicates the environment to which the software is pointed (Live or Test)
- User Interface:
 - The provision of an intuitive user interface, to include help menus; and
 - The ability to notify the user of digital certificate expiration; and
 - The ability to constrain event types and geocodes to user permissions; and
 - The ability to send one alert to multiple channels; and
 - The provision of displays that show required fields based on selected channel; and
 - The ability to pre-populate fields to the greatest extent possible; and
 - The ability to support templates; and
 - The ability to create a polygon or circle, of less than 100 nodes; and

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- The ability to update or cancel an alert, without having to reenter all of the data; and
- The ability to alert the end user if a software license has expired; and
- Clear explanations if alert information is case sensitive when entered
- Confirmation and Error Checking:
 - The ability to pre-check an alert message for errors, prior to sending; and
 - The ability to create free-form 90-character WEA text, while preventing prohibited characters; and
 - The provision to IPAWS of alert status codes for any sent alert, with a clear definition of whether the codes are advice codes or error codes, along with the meaning of those codes; and
 - The provision of user confirmation of connectivity to IPAWS; and
 - The ability for users to see alert history and/or logs

10.0 COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA IPAWS Program is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

11.0 PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

12.0 TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response. This agreement may be suspended by FEMA for failure to perform the Proficiency Demonstration for two consecutive months. A suspended COG may be reinstated upon a completion of a successful Proficiency Demonstration.

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SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

Official

Name: Mark Israelson

Title: City Manager

Federal Emergency Management Agency

IPAWS-OPEN System Owner

Name: Al Kenyon

Title: IPAWS Customer Support Branch Chief

(Signature

Date)

**4125 West Parker Road
Plano
TX-75093**

(Signature

Date)

**Attn: IPAWS-OPEN System Owner, Suite 5NW-0309
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-3153**

Appendix A

Listing of Interoperable Systems

The FEMA IPAWS Program recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result, this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	AWS GovCloud (US) East Region, West Region
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the FEMA IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

CodeRED by Crisis24

Function	Location	Description of data, including sensitivity or classification level
CodeRED is a commercial emergency notification system used by the City of Plano to issue time-sensitive public alerts and warnings. The system integrates with IPAWS-OPEN to disseminate authorized alerts via the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), and NOAA Weather Radio, in addition to local notification channels such as voice calls, SMS, email, and mobile app push notifications.	Atlanta, GA; Dallas, TX, Las Vegas,NV	The system transmits alert and warning messages to IPAWS-OPEN for dissemination to the public. Data includes event type, severity, urgency, geographic targeting polygons, and message text content. No classified, law enforcement sensitive, or sensitive personally identifiable information (SPII) is transmitted through IPAWS. All data is consistent with IPAWS-OPEN requirements

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		for Sensitive But Unclassified (SBU) information.
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**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Carrie Little

Title: Director of Emergency Management

Business Email Address: carriel@plano.gov

Primary Phone Number: 972-769-4818

Alternate Phone Number:

Organization: TX City of Plano

Mailing Address: 4125 West Parker Road

Plano, TX, 75093

Designated Alternate Point of Contact:

Name: Lisa Tatum Brown

Title: Assistant Emergency Management Coordinator

Business Email Address: librown@plano.gov

Primary Phone Number: 972-769-4820

Alternate Phone Number:

Organization: TX City of Plano

Mailing Address: 4125 West Parker Road

Plano, TX, 75093

Designated Technical Point of Contact:

Name: Larry Houck

Title: Assistant Emergency Management Coordinator

Business Email Address: larryh@plano.gov

Primary Phone Number: 972-769-4821

Alternate Phone Number:

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Organization: TX City of Plano

Mailing Address: 4125 West Parker Road

Plano ,TX, 75093

**FEMA: Integrated Public Alert and Warning System
Open Platform for Emergency Networks (IPAWS-OPEN)**

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Charles Armstrong	202-975-8348	charles.armstrong@fema.dhs.gov	Chief Information Officer
Dr. Gregory Edwards	202.374.5392	Gregory.edwards@fema.dhs.gov	Chief Information Security Officer
May Wu	202-212-4735	jian-mei.wu@fema.dhs.gov	IPAWS Systems Engineer
Gustavo Barbet	202-212-3586	gustavo.barbet@associates.fema.dhs.gov	IPAWS Information System Security Officer
Cameron Hayes	720-838-1621	cameron.hayes@associates.fema.dhs.gov	IPAWS Developer Lead

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Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. is expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. understands that the use of digital signatures, used on their behalf, is binding and will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked by FEMA.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from the FEMA IPAWS Program.

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- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and shall:
 - Be at least eight characters in length
 - Contain a combination of alphabetic, numeric and special characters
 - Not the same as any of the user's previous 8 passwords.
- Passwords shall not contain any dictionary word.
- Passwords shall not contain any proper noun or the name of any person, pet, child, or fictional character. Passwords shall not contain any employee serial number, Social Security number, birth date, phone number, or any information that could be readily guessed about the creator of the password.
- Passwords shall not contain any simple pattern of letters or numbers, such as "qwerty" or "xyz123".
- Passwords shall not be any word, noun, or name spelled backwards or with a single digit appended, or with a two-digit "year" string, such as 98xyz123.
- Pass phrases, if used in addition to or instead of passwords, should follow the same guidelines.
- Passwords shall not be the same as the User ID.
- Users shall either log off or lock their workstations when unattended.
- Workstations shall be configured to either log off, or activate a password-protected lock, or password-protected screensaver within fifteen (15) minutes of user inactivity.
- Locked sessions shall remain locked until the user re-authenticates.
- Workstations shall be protected from theft.
- A user's account shall be automatically locked after three consecutive failed logon attempts.
- The automatic lockout period for accounts locked due to failed login attempts shall be set for a minimum of twenty (20) minutes.
- A process shall exist for manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- Sessions shall automatically be terminated after sixty (60) minutes of inactivity.
- Users are required to change their passwords at least once every 90 days.

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- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via “shoulder surfing”, I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or

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IPAWS-OPEN is no longer required.

- I agree that I have completed Computer Security Awareness training as may be required by my jurisdiction prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis. If my jurisdiction does not provide Computer Security Awareness training, I will complete the FEMA self-study course *IS-906: Workplace Security Awareness* (<https://training.fema.gov/is/courseoverview.aspx?code=IS-906>) on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Printed Name (as listed in Appendix B): Mark Israelson

Signature:

Date:



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Budget
DIRECTOR: Karen Rhodes-Whitley, Director of Budget and Research
AGENDA ITEM: Approval of Delinquent Tax Collection Contract
RECOMMENDED ACTION: Approval of Contract / Agreement

ITEM SUMMARY

To approve a contract by and between the City of Plano, Texas, and Abernathy, Roeder, Boyd & Hullett, P.C. to assist in the collection of Delinquent Taxes owed to the City of Plano by its taxpayers; and authorizing the City Manager to execute all necessary documents. **Approved**

BACKGROUND

This contract with Abernathy, Roeder, Boyd & Hullett, P.C. (ARBH) is a renewal for the collection of delinquent property taxes for the City of Plano and shall represent the City of Plano in all matters related to delinquent property taxes. This contract allows for the City of Plano to recover delinquent property taxes, penalties, and interest. In addition, ARBH will be authorized to collect any land-based receivables on behalf of the City including those secured by any mowing liens, demolition liens, and/or any other lien whether statutory or filed by the City with the County Clerk of Collin County, Texas.

Not approving the contract would result in the City of Plano not realizing delinquent property tax revenue owed the City.

The City is exempt from the competitive bid process for this purchase as allowed by Texas Local Government Code Chapter 252 Subchapter B Section 252.022(a)(4).

FINANCIAL SUMMARY/STRATEGIC GOALS

The future revenue received through the collection of delinquent taxes owed to the City is indeterminable. Per the contract terms, Abernathy, Roeder, Boyd & Hullett, P.C. receives 20% of the delinquent taxes collected on behalf of the City of Plano.

Approval of this contract for Delinquent Tax Collection services will support the City's Strategic Plan Critical Success Factor of Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Notice of Contract Renewal	6/3/2026	Informational
Delinquent Tax Collection Contract	6/7/2026	Agreement

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Plano (“City”), wishes to renew its contingent fee contract with the law firm of Abernathy, Roeder, Boyd & Hullett, P.C. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.1036 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

- A. The City is pursuing a renewal of its contract with the Firm for the collection of delinquent property taxes owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in the most effective and efficient manner. The desired outcome is the efficient collection of delinquent property taxes, penalties, and interest. GOVT. CODE § 2254.1036(1)(A).
- B. The City believes the Firm has the qualifications, competency, and experience necessary to fulfill the contract. GOVT. CODE § 2254.1036(1)(B). The Firm and its predecessor, Gay, McCall, Isaacks, & Roberts, PC, collected delinquent government receivables for nearly 40 years, and represented the City in delinquent tax matters, and the Firm has continued that tradition since Gay, McCall, Isaacks, & Roberts, PC, joined in July 2018. The Firm is local, with an office in McKinney, Texas. It employs more than 50 individuals, including 19 attorneys. Its collection team consists of long-term Firm employees, including attorneys, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts.
- C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C).
 - i. The Firm and its predecessor Gay, McCall, Isaacks & Roberts, PC, has represented the City in the collection of delinquent taxes for many years.
- D. The City is unable to perform this function and efficiently collect its own delinquent taxes. GOVT. CODE § 2254.1036(1)(D). The services involve filing a high volume of cases each month and performing the services in-house would require the taxing units to invest in additional technology, personnel, and other resources to provide adequate support services incidental to the legal services.
- E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent taxes (Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48). This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent taxes due and represent an additional cost to the City. The Tax Code does not expressly authorize the City to pay for collection services based on an hourly fee.
- F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City. This contract will allow the Taxing Entities to recover delinquent property taxes, penalties and interest that are essential revenue.

Posted by the City Secretary of the City of Plano the _____ day of _____, 2026.

Lisa C. Henderson, City Secretary

**CONTRACT FOR THE COLLECTION OF
DELINQUENT TAXES**

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

THIS CONTRACT is made and entered into by and between the **CITY OF PLANO**, (hereafter referenced as the "City") a political subdivision of the State of Texas, acting by and through its City Council, as evidenced below by the signature of the Mayor, on the one hand, and **ABERNATHY, ROEDER, BOYD & HULLETT, P.C.**, McKinney, Texas, (hereafter referenced as the "Firm").

I.
RECITALS

City is a political subdivision of the State of Texas with the right and obligation to collect certain taxes;

The Firm is a law firm which, among other legal services, provides services relating to the collection of Delinquent Taxes (as defined herein);

The City desires to retain the Firm to assist in the collection of Delinquent Taxes owed by taxpayers to the City;

The Firm desires to assist the City in the collection of Delinquent Taxes owed to the City by its taxpayers;

Therefore, the City and Firm agree as follows:

II.
RETENTION OF FIRM BY CITY

1. City and the Firm acknowledge that through this Agreement they have an attorney-client relationship.
2. In return for the Firm providing the services described below, the City shall compensate the Firm as provided herein and shall perform the duties set forth herein.

III.
DELINQUENT TAXES SUBJECT TO THIS AGREEMENT

1. City authorizes the Firm to collect all delinquent taxes, penalties and interest and all other recoverable costs allowed by law (which collectively are referred to herein as "Delinquent Taxes") owing to City which the City's tax collector or other authorized representative refers to the Firm, which are or become delinquent during the Term (as defined below) or are otherwise properly subject to legal action for purposes of collection during the Term.

2. Among other Delinquent Taxes, during the Term the following shall be subject to collection by the Firm:

- (a) Taxes that become delinquent during the Term that are not delinquent for any prior year. These Delinquent Taxes shall become subject to collection by the Firm on the first day of the month in which penalties and interest attach to the taxes pursuant to Section 33.07, 33.08, and/or 33.11 of the Texas Property Tax Code;
- (b) Delinquent Taxes that are required to be included in a suit pursuant to Texas Property Tax Code § 33.42(a) on the date any lawsuit is filed with respect to the recovery of the tax;
- (c) taxes, on the date of filing of any application for tax warrant, where recovery of the tax or estimated tax is sought and where the filing of an application for tax warrant by the Firm is at the request of the City's authorized representative;
- (d) Delinquent Taxes secured by property, even if the property is also subject to Delinquent Taxes which pre-existed the Term, if (i) the property securing the Delinquent Taxes is under litigation, or comes under litigation, or (ii) if referred to the Firm for collection by City's tax collector;
- (e) Delinquent Taxes owed on personal property shall become subject to this Contract sixty days after the delinquency date for said taxes. (For taxes owed on personal property, a 20% penalty shall be assessed as provided by Section 33.11, Texas Property Tax Code. All collection penalties or attorney fees collected on those taxes are the property of the Firm and shall be paid in the same manner as all other collection penalties or attorney fees under this Contract.);
- (f) taxes, including but not limited to current taxes, on the date of taxpayer filing an application for bankruptcy relief, where recovery of the tax or estimated tax is sought by the City; and
- (g) any other Delinquent Taxes which the City requests the Firm to pursue under Texas Property Tax Code Sections 33.21 or 33.48, et. seq. or other applicable law.

3. Notwithstanding anything herein, the City retains the right to make the final decision on the method, timing, and manner in which to collect Delinquent Taxes including whether to collect Delinquent Taxes through a lawsuit, provided that the City has communicated its decision to the Firm in writing.

IV. **INTELLECTUAL PROPERTY RIGHTS**

1. The City recognizes and acknowledges that the Firm owns all right, title and interest in certain proprietary software that the Firm may utilize in conjunction with performing the services provided in this Agreement. The City agrees and hereby grants to the Firm the right to use and incorporate any information provided by the City ("City Information") to update the databases in this proprietary software, and, notwithstanding that City Information has been or shall be used to update the databases in this proprietary software, further stipulates and agrees that the City shall have no rights or

ownership whatsoever in and to the software or the data contained therein, except that the City shall be entitled to obtain a copy of such data that directly relates to the City's accounts at any time.

2. The Firm agrees that it will not share or disclose any specific confidential City Information with any other company, individual, organization or agency, without the prior written consent of the City, except as may be required by law or where such information is otherwise publicly available. It is agreed that the Firm shall have the right to use City Information for internal analysis, purposes of improving the proprietary software and database, and to generate aggregate data and statistics that may inherently contain City Information. These aggregate statistics are owned solely by the Firm and will generally be used internally, but may be shared with the Firm's affiliates, partners or other third parties for purposes of improving the Firm's software and services.

V. TERM

1. This Agreement is effective upon execution by the City's authorized representative.

2. This Agreement shall remain in effect until August 1 of the fifth year following the Execution of this Agreement (the "Term").

3. If at any time during the initial term of this Agreement or any extension hereof, the City determines that the Firm's performance under this Agreement is unsatisfactory, the City shall notify the Firm in writing of the City's concern. The notice from the City shall specify the particular deficiencies that the City has observed in the Firm's performance. The Firm shall have sixty (60) days from the date of the notice to cure any such deficiencies. If at the conclusion of that sixty-day remedial period, the City remains unsatisfied with the Firm's performance, the City may terminate this Agreement effective upon the expiration of thirty days following the date of written notice to the City of such termination ("Termination Date").

4. For up to six (6) months following the expiration or termination of this Agreement, the Firm shall continue to pursue collection efforts for any matter referred by the City pursuant to this Agreement prior to the expiration of the Agreement. The City shall compensate the Firm according to the terms of this Agreement for Delinquent Taxes collected in relation to the Firm's services, even if those Delinquent Taxes are paid after termination or expiration of this Agreement.

VI. SERVICES OF THE FIRM

In Consideration of the compensation to be provided by the City to the Firm, the Firm shall provide the following services during the Term:

- (i) on behalf of the City, take appropriate, lawful, and ethical actions to attempt to collect Delinquent Taxes referred to the Firm;
- (ii) represent the City in legal action for the purpose of collecting Delinquent Taxes;
- (iii) intervene on behalf of City in suits for taxes filed by any taxing unit on property located within its taxing jurisdiction;

- (iv) make progress reports to City on any collection matter referred to the Firm within a reasonable time following written request from the City;
- (v) inform the City's tax collector or other designated officials of any errors, double assessments or other discrepancies it discovers in the course of the Firm's work;
- (vi) attempt to promptly advise City of all cases where investigation reveals taxpayers to be financially unable to pay their Delinquent Taxes;
- (vii) any other services deemed by the Firm to be reasonably necessary to collect the Delinquent Taxes;
- (viii) obtain and carry Professional Liability Coverage, and Errors and Omissions coverage; and
- (ix) include in any suit filed for delinquent taxes the collection of receivables, such as mowing liens, demolition liens, and other liens filed by the City with the County Clerk of Collin County, Texas.

VII.
DUTIES OF THE CITY

In addition to timely paying the Firm the compensation described below, the City shall have the following duties:

- (i) refer to the Firm any and all matter subject to collection under this Agreement, including but not limited to Delinquent Taxes which come due during the Term or matters which are otherwise identified in Article III, Section 2 above;
- (ii) provide to the Firm any and all data and information which the Firm may require or request to pursue the Delinquent Taxes, including but not limited to:
 - (a) the name of the Taxpayer;
 - (b) the last known address(es) for the Taxpayer;
 - (c) the years and the amount of Delinquent Taxes;
 - (d) specification of additional interest and penalties for a reasonable number of months following referral; and
 - (d) a legal description of the property the subject of the Delinquent Taxes or which secures the Delinquent Taxes.
- (iii) cooperate with the Firm in collection efforts, including but not limited to:
 - (a) updating information by furnishing a list of paid accounts and adjustments to the tax roll as appropriate and to assist the Firm in the collection of the Delinquent Taxes;
 - (b) promptly providing updated information when requested for accounts subject to collection efforts, including but not limited to accurate calculations of Payoff Amounts;

- (c) promptly considering and responding to requests for decisions – such as whether to pursue litigation with regard to a particular matter, or what offers to tender, if any, to taxpayers who cannot pay Delinquent Taxes;
 - (d) accepting calls from the Firm, and promptly returning calls and written communications from the Firm if the authorized representative of the City is not available; and
 - (e) if appropriate and requested, ensuring a qualified representative of the City is available to appear at court hearings or other proceedings.
- (iv) promptly inform the Firm of any notices it may receive during the Term in relation to collection of Taxes, including but not limited to:
- (a) notices related to bankruptcy filings;
 - (b) demand letters from taxpayers or their counsel;
 - (c) writs or subpoenas received in relation to tax collection efforts; or
 - (d) other documents or notices which may, directly or indirectly, relate to the collection efforts of the Firm; and
- (v) The City’s tax collector or other designated official agrees to promptly investigate and report in relation to any errors, double assessments, or other discrepancies which may be reported to it. Upon verification by the City of the error, double assessment or other inaccuracy, the portion improperly assessed, if any, shall no longer be subject to collection efforts by the Firm.

VIII. **COMPENSATION**

1. For the Firm’s services provided hereunder, City agrees to pay to Firm as compensation (20%) percent of the amount of all Delinquent Taxes (including current year and prior taxes, penalty and interest) subject to the terms of this Contract and collected and paid to City’s tax collector, when collected. City shall pay the Firm its compensation within thirty (30) days of receipt of payment by the City tax collector.

2. Section 33.48(a) (4) of the Texas Property Tax Code provides: “In addition to other costs authorized by law, a taxing unit is entitled to recover reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due.” The Firm agrees to advance on behalf of City such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, City assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against City for uncollected costs or expenses.

3. Compensation to the Firm for collecting delinquent tax accounts subject to bankruptcy protection shall be limited to any additional penalty (as defined by Texas Property Tax Code Sections 33.07 and 33.08), attorney fees awarded by the Court, or amounts designated as attorney fees by the debtor, if and only when actually collected. For purposes of awarding attorneys’ fees in bankruptcy proceedings in connection with the collection of taxes (delinquent or otherwise), the parties have agreed that attorneys’ fees shall be a contingency fee of twenty (20%) of delinquent base taxes, penalties and interest due to the City and that such contingency fee is reasonable and appropriate for

such services. Nonetheless, the City shall be under no obligation to compensate the Firm for its services out of the amounts identified as base taxes, penalties or interest and paid to the City or its tax assessor-collector.

IX. **ADDITIONAL TERMS**

1. Before any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this Agreement may proceed to any other forum for adjudication, the parties, within sixty days the written request of one party served on the other, shall mediate through an agreed neutral mediator. If mediation is not successful, the parties agree that any controversy involving the construction or application of any of the terms, covenants, or conditions of this Agreement, shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

2. This Agreement shall be exclusively governed by and construed according to the laws of the State of Texas and venue for any dispute shall be in Collin County, Texas.

3. This Agreement may only be amended or modified by a written document executed by the Parties and which unequivocally indicates the Parties' intention to modify this Agreement.

4. The Parties agree that the captions and headings contained in this Agreement are for convenience only and shall not be deemed to constitute a part of this Agreement.

5. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which shall constitute one and the same document. A facsimile executed copy of this Agreement, which has been executed by all of the Parties, shall have the same force and effect as an original.

6. The Parties have participated or been provided an opportunity to participate in the drafting of this Agreement, and have presented or been provided the opportunity to present this Agreement to counsel of their choosing for review. Accordingly, in the event of any ambiguity or conflict, the parties agree this Agreement shall not be construed against the drafter.

7. This Agreement contains the entire agreement between the parties hereto and may only be modified in a written amendment, executed by both parties.

8. The persons signing below represent that they are authorized representatives of the respective entities on whose behalf they purport to execute this Agreement.

Signature Pages to Follow

Effective this ___ day of _____, 202__.

City of Plano

Abernathy, Roeder, Boyd, & Hullett, PC

By: _____

By: _____

Title: _____

Title: Director

Date: _____

Date: _____

Written Findings as to the Collections Contract with Abernathy, Roeder, Boyd & Hullett, P.C.:

The governing body for the City, in support of its decision to contract with Abernathy, Roeder, Boyd & Hullett, P.C. and pursuant to Section 2254.1036, of the Government Code, hereby finds the following to be true:

- 1) there is a substantial need for the legal services specified in said contract;
- 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and
- 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

APPROVED and EXECUTED this the ____ day of _____, 2026.

Title: _____

City of Plano



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Adoption of Resolution to Appoint DART Board Full Member
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To appoint a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date. **Adopted Resolution No. 2026-6-5(R)**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Appointing a member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/12/2026	Resolution

A Resolution of the City of Plano, Texas, appointing a board member to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council desires to appoint a full DART board member to represent the City of Plano for a term to begin July 1, 2026, and has duly considered candidates.

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

Section I. The City of Plano appoints Anthony Ricciardelli to serve as the full DART Board Member to represent the City of Plano for the term beginning on July 1, 2026.

Section II. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 22nd day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: City Secretary
DIRECTOR: Lisa Henderson, City Secretary
AGENDA ITEM: Adoption of Resolution Appointing DART Board Shared Member
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To affirm the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date. **Adopted Resolution No. 2026-6-6(R)**

FINANCIAL SUMMARY/STRATEGIC GOALS

This item has no financial impact.

Appointing a shared member to the Dallas Area Rapid Transit Authority (DART) Board of Directors relates to the City's Strategic Plan Critical Success Factor of Excellent, Innovative and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/12/2026	Resolution

A Resolution of the City of Plano, Texas, affirming the appointment of a shared board member with the City of Farmers Branch to serve on the Dallas Area Rapid Transit Authority (DART) Board of Directors as provided in Chapter 452 of the Texas Transportation Code; and providing an effective date.

WHEREAS, Chapter 452 of the Texas Transportation Code provides for the appointment of board members to DART; and

WHEREAS, the Plano City Council has duly considered candidates for the fractional allocation for a shared member with the City of Farmers Branch.

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

Section I. The City of Plano affirms, with the concurrence of the City of Farmers Branch, the selection of M. Nathan Barbera as the shared DART Board Member. Such term shall begin on July 1, 2026, and this appointment shall make use of Plano’s additional fractional allocation for a board member, subsequent to a previous agreement with the named city.

Section II. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 22nd day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Legal
DIRECTOR: Paige Mims, City Attorney
AGENDA ITEM: Adoption of Meet and Confer Resolution under Local Government Code 142
RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To act in response to a petition for recognition, received on May 26, 2026, on behalf of the Plano Police Association, FOP Lodge 777, to be the sole and exclusive bargaining agent for Plano Police Department police officers, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and granting recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date. **Adopted Resolution No. 2026-6-8(R)**

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/8/2026	Resolution

A Resolution of the City of Plano, Texas, acting in response to a petition for recognition, received on May 26, 2026, on behalf of the Plano Police Association, FOP Lodge 777, to be the sole and exclusive bargaining agent for Plano Police Department police officers, in accordance with the provisions of the meet and confer statute as set forth in Texas Local Government Code, Chapter 142 and granting recognition of the Association as requested in the petition and determining that the City of Plano may and shall meet and confer with said Association without conducting an election by the voters; and providing an effective date.

WHEREAS, Texas Local Government Code Chapter 142 permits a police officers association to submit a petition, signed by the majority of all police officers, excluding the head of the law enforcement agency and employees exempt under §142.058(b), to the City requesting that the City recognize the police officers association as the sole and exclusive bargaining agent for covered police officers, for purposes of engaging in the meet and confer process; and

WHEREAS, on May 26, 2026, the City Secretary received a petition requesting Plano Police Association, FOP Lodge 777, be the sole and exclusive bargaining agent for the Plano Police Department police officers, in accordance with the provisions of Texas Local Government Code, Chapter 142 that was signed by 72.2%, a majority, of the current members of the Plano Police Department; and

WHEREAS, Texas Local Government Code §142.053(a) requires that a governing body take action no later than the 30th day after the date a City receives a petition under Texas Local Government Code §142.053 to: (1) vote whether to recognize the association for meet and confer purposes without going to a general election of the voters; (2) defer recognition and order a general election; or (3) order a certification election under §142.054 to determine whether the association represents a majority of the police officers; and

WHEREAS, the City Council recognizes that the aforementioned petition was signed by a majority of all police officers of the Plano Police Department covered by Texas Local Government Code Chapter 142, Subchapter B, excluding the head of the law enforcement agency and exempt employees under Texas Local Government Code §142.058(b); and

WHEREAS, City Council has determined that it is in the best interest of the residents of the City of Plano to grant recognition of Plano Police Association, FOP Lodge 777, as the sole and exclusive bargaining agent for the covered police officers of the Plano Police Department for purposes of engaging in the meet and confer process, pursuant to Texas Local Government Code Chapter 142, Subchapter B.

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

Section I. The recitals and findings outlined above are found to be true and correct and are hereby incorporated herein as though set forth fully herein.

Section II. The signatories to the petition submitted, requesting the Plano Police Association, FOP Lodge 777, represent 72.2% of the eligible police officers of the Plano Police Department, a majority, of all police officers of the Plano Police Department covered by Texas Local Government Code Chapter 142, Subchapter B.

Section III. The City Council, pursuant to Texas Local Government Code §142.053(a)(1), hereby grants recognition of the Plano Police Association, FOP Lodge 777, as the sole and exclusive bargaining agent for all the police officers employed by the City of Plano, excluding the Chief of Police and exempt employees under Texas Local Government Code §142.058(b), and determines that the City of Plano may meet and confer with said Association without conducting an election by the voters.

Section IV. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 22nd day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026

DEPARTMENT: Parks

DIRECTOR: Ron Smith, Director of Parks and Recreation

AGENDA ITEM: Approval of a Resolution approving an Advanced Funding Agreement with TxDOT for the construction of Los Rios Park Trail project

RECOMMENDED ACTION: Adoption of Resolutions

ITEM SUMMARY

To approve the terms and conditions of an Advanced Funding Agreement for a Transportation Alternatives Set-Aside (TASA) project for the construction of Los Rios Park Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. **Adopted Resolution No. 2026-6-7(R)**

PREVIOUS ACTION/PRESENTATION

City Council approved funding for the Los Rios Park Trail project design in March 2020. Council approved a resolution to apply for advanced funding agreement for construction for Los Rios Park Trail on January 13, 2025, and approved a contract modification for additional funding for reformatting of construction documents to TxDOT standards on December 16, 2025.

BACKGROUND

The City of Plano intends to enter into an Advanced Funding Agreement with TxDOT of the construction of Los Rios Park Trail. The agreement will span from 2026 FY – 2028 FY, and fund up to \$4,365,900 of eligible construction costs.

Los Rios Park is located at 1700 Country Club Drive and was formerly operated as Los Rios Golf Course. The 2-mile long, 12-foot-wide Los Rios Park Trail will connect Cottonwood Creek Greenbelt Trail to Bob Woodruff Park Trail. The trail project will include four pedestrian vehicle-rated bridges, low water crossings, and seating along the pathway. The trail is identified in the NCTCOG Mobility 2045 (2022 Update) Regional Veloweb and the Collin County Regional Trails Master Plan.

The City purchased the land for Los Rios Park in 2014 with grant assistance from Collin County. A public process was conducted in early 2018 to solicit input and create a master plan to reprogram the former golf course to a park. Demolition and removal of the former golf course infrastructure, including golf cart paths and signage, was completed in the spring of 2020.

If the Resolution is not approved, the City will not be able to execute an Advanced Funding Agreement with TxDOT and would have to forfeit the awarded \$4,365,900 grant funding, as well as the Parks Department would not be able to move forward with construction of the Los Rios Park Trail at this time.

FINANCIAL SUMMARY/STRATEGIC GOALS

This item approves an Advanced Funding Agreement that will provide revenue to fund up to \$4,365,000 of eligible construction costs for the Los Rios Park Trail project.

Approval of this item will support the City's Strategic Plan Critical Success Factor of being an Excellent, Innovative, and Accountable City Government.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	6/12/2026	Resolution
Location Map	5/29/2026	Map

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Advanced Funding Agreement for a Transportation Alternatives Set-Aside (TASA) project for the construction of Los Rios Park Trail; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Regional Transportation Council, comprised primarily of local elected officials, is the regional transportation policy board associated with the North Central Texas Council of Governments (NCTCOG) and the regional forum for cooperative decisions on transportation; and

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) project for the construction of Los Rios Park Trail project (hereafter called "Agreement"); and

WHEREAS, the City of Plano accepts responsibility for any overruns that exceed the amount funded under the Agreement's terms and conditions; and

WHEREAS, upon review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee shall be authorized to execute the Agreement on behalf of the City of Plano.

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

Section I. The terms and conditions of the Agreement, having been found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City of Plano accepts responsibility for any overruns that exceed the amount funded under the Agreement's terms and conditions.

Section III. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the agreement.

Section IV. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 22nd day of June, 2026.

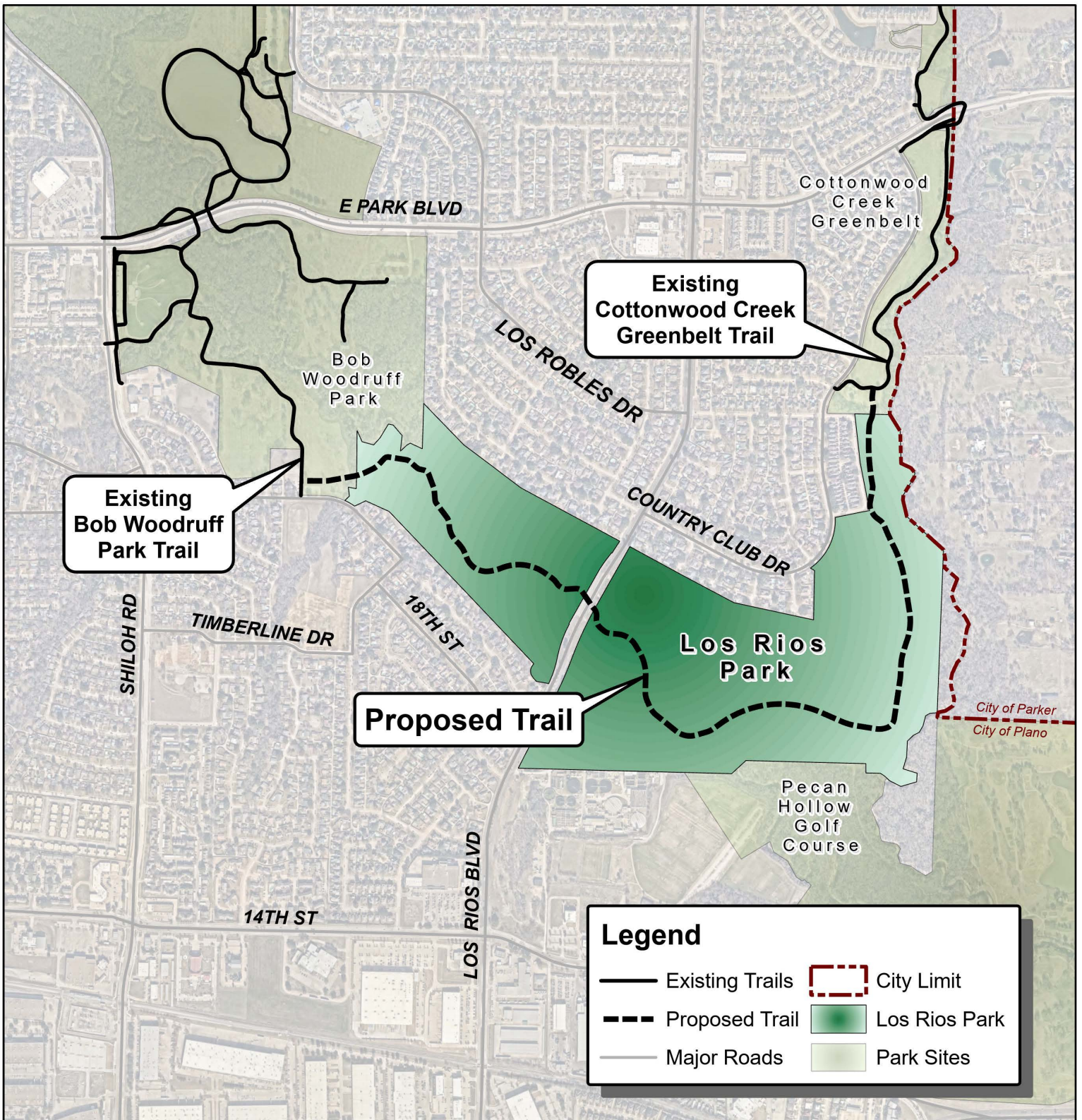
John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY



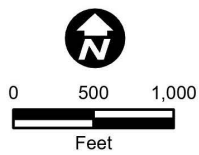
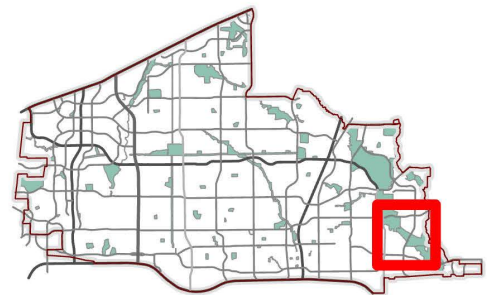
Location Map

Los Rios Park Trail

1700 Country Club Dr., Plano, TX 75074

TxDOT Advanced Funding Agreement -
 Transportation Alternatives
 Set-Aside Program Project
 Page 132

Project Location





CITY COUNCIL AGENDA MEMO

MEETING DATE: 6/22/2026
DEPARTMENT: Police
DIRECTOR: Ed Drain, Chief of Police
AGENDA ITEM: 2025 Edward Byrne Memorial Justice Assistance Grant
RECOMMENDED ACTION: Items for Individual Consideration

ITEM SUMMARY

Public Hearing and consideration of an Ordinance to approve the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff’s Office for the disbursement of the 2025 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date. **Conducted and adopted Resolution No. 2026-6-9(R)**

BACKGROUND

On June 22, 2026, the City Council will be asked to adopt a resolution authorizing the City of Plano to participate in and receive funding through, the 2025 Byrne Justice Assistance Grant program. The grant will provide the Plano Police Department, McKinney Police Department, Frisco Police Department and Collin County Sheriff’s Office with \$64,512 to be used towards the purchase of necessary equipment for Police resources.

This grant was established under the authority of Public Law 109-162 (Jan 5, 2006) Title XI – Department of Justice Reauthorization, Subtitle B – Improving the Department of Justice’s Grant Programs, Chapter 1 – Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111., Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program and authorizes the execution of any and all documents necessary to effectuate the action taken.

Prior to the awarding of the funds, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requires, as a part of the application process, the jurisdiction receiving the funds hold at least one public hearing regarding the proposed use of funds. Plano Police Department's portion of \$23,792 will be used to purchase twenty (20) Gen 6 Glock Model 17 pistols with COA (optics), Surefire X300u light, and Safariland 6360 holster which will be issued to police recruits in the training academy. A public hearing at the June 22nd Council Meeting to discuss the disbursement of the funds will meet the grant requirements.

The Plano Police Department has been designated as the fiscal agent for these funds and equitable sharing has been determined in the amount of \$13,668 for the McKinney Police Department, in the amount of \$10,925 for the Frisco Police Department, in the amount of \$23,792 for the Plano Police Department, and in the amount of \$16,127 for the Collin County Sheriff’s Office.

This is the twenty first grant offered through the Byrne Justice Assistance Grant since the merger of the Byrne Grant Program and Local Law Enforcement Block Grant (LLEBG).

There is no cash match for this grant.

FINANCIAL SUMMARY/STRATEGIC GOALS

This grant contract, if approved, provides total funding in the amount of \$64,512 and approves an interlocal cooperation agreement between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff's Office for the disbursement of the 2025 Byrne Justice Assistance Grant (JAG), for the purpose of purchasing equipment resources for the respective Police departments. The resolution and grant agreement establishes the City of Plano as fiscal agent for the disbursement of funds to the City of McKinney, \$13,668; the City of Frisco, \$10,925; and the Collin County Sheriff's Office, \$16,127; leaving the City of Plano Police Department, \$23,792 of the awarded funds.

Approval of this item will support the City's Strategic Plan Critical Success Factors of being an Excellent, Innovative, and Accountable City Government with Safe, Vibrant Neighborhoods.

ATTACHMENTS:

Description	Upload Date	Type
JAG 2025 Resolution	6/12/2026	Resolution
JAG 2025 Exhibit A	6/4/2026	Exhibit
JAG 2025 Exhibit B	6/4/2026	Exhibit

A Resolution of the City of Plano, Texas, approving the terms and conditions of an Interlocal Agreement and Memorandum of Understanding by and between the City of Plano, the City of McKinney, the City of Frisco, and the Collin County Sheriff's Office for the disbursement of the 2025 Edward Byrne Justice Assistance Grant funds; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City of Plano, the City of McKinney, the City of Frisco and the Collin County Sheriff's Office have previously agreed that Plano Police Department would serve as Fiscal Agent for the 2024 Edward Byrne Justice Assistance Grant (JAG); and

WHEREAS, the City Council has been presented a proposed Interlocal Agreement and Memorandum of Understanding, by and between the four (4) entities providing the disbursement amount and expenditure method, substantial copies of which are attached hereto as Exhibits "A" and "B" respectively and incorporated herein by reference (hereinafter called "Agreements"); and

WHEREAS, citizens were provided an opportunity to comment during a public hearing on the proposed Agreements as required by the terms of the JAG Grant application process; and

WHEREAS, these Agreements are made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of these Agreements is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under these agreements; and

WHEREAS, upon full review and consideration of these Agreements, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved.

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

Section I. The terms and conditions of the Agreements, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interest of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Agreements and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreements.

Section III. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the 22nd day of June, 2026.

John B. Muns, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

EXHIBIT "A"

GRANT APPLICATION # GRANT14606997

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PLANO, CITY OF MCKINNEY, CITY OF FRISCO, AND THE COLLIN COUNTY SHERIFF'S OFFICE OF COLLIN COUNTY, TEXAS FOR THE DISBURSEMENT OF THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD

This Agreement is made and entered into this ____ day of _____, 2026, by and between the City of Plano, acting by and through its governing body, the Plano City Council, hereinafter referred to as City of Plano; the City of McKinney, acting by and through its governing body, the McKinney City Council, hereinafter referred to as City of McKinney; the City of Frisco acting by and through its governing body, the Frisco City Council, hereinafter referred to as City of Frisco; and the Collin County Sheriff's Office, acting in behalf of Collin County and hereinafter referred to as CCSO, collectively (the "Parties" or each "Party").

WHEREAS, the Parties are political subdivisions or acting in behalf of political subdivisions within the meaning of Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"); and

WHEREAS, the Act provides authority for entities such as the Parties to enter into interlocal agreements with each other to perform governmental functions and services as set forth in the Act;

WHEREAS, the Parties have agreed that the City of Plano would serve as Fiscal Agent for the Edward Byrne Memorial Justice Assistance Grant Formula Award, (hereafter the "JAG Award"); and

WHEREAS, this Agreement is made under the authority of Public Law 109-162 (Jan 5, 2006) Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111, Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program; and

WHEREAS, the governing body of each Party, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the governing body of each Party finds that the performance of this Agreement is in the best interests of the Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the Parties believe it to be in their best interests to reallocate the JAG Award funds.

NOW THEREFORE, for and in consideration of the recitals set forth above and terms and conditions below, the Parties agree as follows:

1. City of Plano agrees to forward to CCSO a total of **\$16,127.00** of the JAG Award funds which will be used by CCSO to purchase a small watercraft, side-scan sonar, training and dive equipment, and an IR camera with accessories, macro lens, and flash for the Crime Scene Investigation Unit.

2. City of Plano agrees to forward to the City of McKinney a total of **\$13,668.00** of the JAG Award funds which will be used by the City of McKinney to purchase digital forensic processing machine to be used in the digital forensic lab.

3. City of Plano agrees to forward to the City of Frisco a total of **\$10,925.00** of the JAG Award funds which will be used by the City of Frisco to purchase required technology and training to develop their Digital Forensics Unit within the Crime Scene Investigations Division in the department.

4. City of Plano agrees to keep the remaining total of **\$23,792.00** of the JAG Award funds which will be used by the City of Plano to purchase twenty (20) Gen 6 Glock Model 17 pistols with COA (optics), Surefire X300u light, and Safariland 6360 holster which will be issued to police recruits in the training academy.

5. Nothing in the performance of this Agreement shall impose any liability for claims against any of the Parties other than claims for which liability may be imposed by the Texas Tort Claims Act.

6. To the extent authorized by the constitution and laws of the state of Texas, ~~e~~Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

7. The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

8. By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein.

CITY OF PLANO, TEXAS

By: _____
Mark D. Israelson
City Manager

By: _____
Ed Drain
Chief of Police

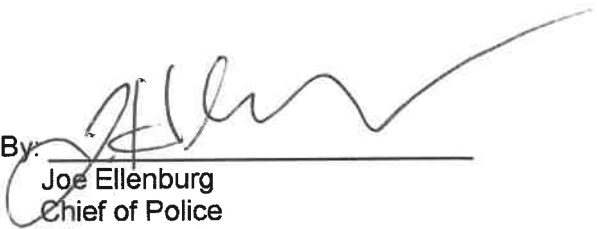
COLLIN COUNTY SHERIFF'S OFFICE

By: 
Jim Skinner
Collin County Sheriff

By: 
Chris Hill
Collin County Judge

CITY OF MCKINNEY, TEXAS

By: 
Paul G. Grimes
City Manager

By: 
Joe Ellenburg
Chief of Police

CITY OF FRISCO, TEXAS

By: 
Wesley S. Pierson
City Manager

By: 
David Shilson
Chief of Police

EXHIBIT "B"

GRANT APPLICATION # GRANT 14606997

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COLLIN COUNTY SHERIFF'S OFFICE, THE CITY OF MCKINNEY,
THE CITY OF FRISCO, AND THE CITY OF PLANO, TEXAS REGARDING THE 2025
BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**

This Memorandum of Understanding sets forth the agreement by and between the Collin County Sheriff's Office (acting in behalf of Collin County), the City of McKinney, the City of Frisco and the City of Plano, Texas regarding the application process of the 2025 Byrne Justice Assistance Grant (JAG) Program Award.


The City of Plano agrees to be the applicant/fiscal agent of the 2025 Byrne Justice Assistance Grant (JAG) Program.

The funds for this grant will be distributed as follows:

Frisco Police Department	\$10,925.00
McKinney Police Department	\$13,668.00
Plano Police Department	\$23,792.00
Collin County Sheriff's Office	<u>\$16,127.00</u>
Total funds from the JAG	\$64,512.00

The Collin County Sheriff's Office, the City of McKinney, the City of Frisco, and the City of Plano, Texas agree to enter into an interlocal agreement setting forth the terms and conditions regarding the administration of the 2025 Justice Assistance Grant (JAG) Program Award.

COLLIN COUNTY SHERIFF'S OFFICE

By: 
Jim Skinner
Collin County Sheriff

By: 
Chris Hill
Collin County Judge

CITY OF PLANO, TEXAS

By: _____
Mark D. Israelson
City Manager


By: _____
Ed Drain
Chief of Police

APPROVED AS TO FORM

Paige Mims
City Attorney

CITY OF MCKINNEY, TEXAS

By: 
Paul G. Grimes
City Manager

By: 
Joe Ellenburg
Chief of Police

APPROVED AS TO FORM


Mark S. Houser
City Attorney

CITY OF FRISCO, TEXAS

By: 
Wesley S. Pierson
City Manager

By: 
David Shilson
Chief of Police

Date: May 5, 2026