

RESOLUTION NO. 61-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, APPROVING A FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MESQUITE AND MESQUITE POLICE ASSOCIATION UNDER SUBCHAPTER B OF CHAPTER 142 OF THE TEXAS LOCAL GOVERNMENT CODE EFFECTIVE AS OF DECEMBER 4, 2023, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT AND TAKE ALL ACTIONS NECESSARY OR REQUESTED TO CARRY OUT THE TERMS AND PROVISIONS OF THE AMENDMENT.

WHEREAS, the City of Mesquite, Texas (“**City**”), and the Mesquite Police Association (“**Association**”), through the meet and confer process provided under Subchapter B of Chapter 142 of the Texas Local Government Code, entered into a Memorandum of Understanding effective as of October 31, 2022 (the “**Agreement**”); and

WHEREAS, the City and the Association desire to amend the Agreement as more fully set forth in the First Amendment to Memorandum of Understanding attached hereto as Exhibit A and made a part hereof for all purposes (the “**First Amendment**”); and

WHEREAS, the Association approved the First Amendment by conducting a secret ballot election at which a majority of police officers of the Mesquite Police Department who would be covered by the Agreement voted in favor of approving the First Amendment; and

WHEREAS, the City Council desires to: (i) approve and ratify the First Amendment; (ii) authorize the City Manager to execute the First Amendment; and (iii) authorize the City Manager, or the City Manager’s designee, to take all actions necessary or requested to carry out the terms and provisions of the First Amendment.

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

SECTION 1. That the City Council hereby approves the First Amendment, a true and correct copy of which is attached hereto as Exhibit A and made a part hereof for all purposes.

SECTION 2. That the City Manager is hereby authorized to execute the First Amendment and the City Manager, or the City Manager’s designee, is hereby authorized to take all actions necessary or requested to carry out the terms and provisions of the Agreement.

Police / Meet & Confer Agreement with MPA / September 19, 2022
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DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 4th day of December 2023.

DocuSigned by:
Daniel Aleman Jr.
D999585317D142B...

Daniel Alemán, Jr.
Mayor

ATTEST:

DocuSigned by:
Sonja Land
C2518095973F46A...

Sonja Land
City Secretary

APPROVED AS TO LEGAL FORM:

DocuSigned by:
David Paschall
666E18891208434...

David L. Paschall
City Attorney

EXHIBIT A

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF MESQUITE, TEXAS

AND

THE MESQUITE POLICE ASSOCIATION

EFFECTIVE DECEMBER 4, 2023

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This First Amendment to Memorandum of Understanding Between City of Mesquite, Texas and Mesquite Police Association (this “**First Amendment**”) is entered into between the City of Mesquite, Texas (“**City**”) and the Mesquite Police Association (“**Association**”) effective as of the 4th day of December 2023 (the “**Effective Date**”).

RECITALS

WHEREAS, the City and the Association previously entered into a Memorandum of Understanding (the “**Agreement**”) effective as of October 31, 2022; and

WHEREAS, the City and the Association wish to amend the Agreement as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the City and the Association agree to amend the Agreement as follows:

1. For the purposes of this First Amendment, the capitalized terms used but not defined herein shall have the same meanings set forth in the Agreement.
2. The Table of Contents set forth in the Agreement shall be considered updated and amended to be consistent with all amendments set forth in this First Amendment.
3. Section 1 of Article 5 of the Agreement, regarding Hours of Work, is deleted in its entirety. There is no replacement or amended language for Article 5, Section 1.
4. Section 3 of Article 5 of the Agreement, regarding Overtime Compensation for Working Holidays Not Scheduled to Work, is deleted in its entirety and amended to read as follows:

In advance of each calendar year, the Police Chief and City Manager will publish a holiday schedule identifying (a) dates of holidays, (b) dates holidays will be observed for City purposes, and (c) dates that will be impacted by increased activity during holidays. A Police Officer who is not scheduled to work but who does work on any such date shall be paid overtime at the rate of two (2) times the Police Officer’s regular rate of pay for the number of hours worked on that day. Such overtime compensation shall not include any period of time that falls outside of the twenty-four (24) hour period for any such date.

5. Section 2 of Article 8 of the Agreement, regarding Increase in Maximum Age for Entrance Position, is deleted in its entirety. There is no replacement or amended language for Article 8, Section 2.

6. Section 2.a. of Article 9 of the Agreement, regarding Eligibility for Lateral Entry, is deleted in its entirety and amended to read as follows:

a. A Lateral Entry Applicant shall be at least twenty-one (21) years of age at the time of application;

7. The table in Section 6.B. of Article 10 of the Agreement, regarding Special Assignment Compensatory Time, is deleted in its entirety and replaced with the following table:

Crime Scene Tech	DRE/Drug Recognition Expert	Dispatch Trained	Negotiators	Spillman	Tactical	Coach Drivers	DWI/ARIDE	Range Staff	*SRT Leadership Team
12	4	18	12	3	27	4	7	6	12

8. This First Amendment shall be incorporated into and deemed a part of the Agreement for all purposes.

9. This First Amendment modifies the Agreement in no other manner except as expressly set forth herein. All other terms and conditions of the Agreement remain the same and the Agreement shall continue in full force and effect in accordance with its terms. If there is a conflict between this First Amendment and the Agreement, the terms of this First Amendment will prevail.

10. The Agreement, as amended by this First Amendment, constitutes the entire agreement of the parties with respect to the matters set forth in the Agreement and this First Amendment. There are no oral agreements between the parties.

11. Should any provision of this First Amendment be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this First Amendment shall remain in full force and effect for the duration of the Agreement, it being the intention of the parties that no portion of this First Amendment or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.

12. Each party to this First Amendment represents that it has the power and authority to enter into this First Amendment, that the persons executing this First Amendment on behalf of such party has the authority to bind such party and that all formal requirements necessary to authorize such party to enter into this First Amendment have been fully complied with.

13. This First Amendment may be executed in any number of original, facsimile or electronically scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be signed by its President and Secretary, by order of its membership, and the City has caused this First Amendment to be signed by its City Manager and City Secretary on the dates set forth below and to be effective as of the Effective Date.

MESQUITE POLICE ASSOCIATION

By: DocuSigned by:
Bruce Sales
D649F367AC26406...
Bruce Sales, President

By: DocuSigned by:
James Leakey
51A50D5B9483462...
James Leakey, Secretary

Executed this ___ day of 1/26/2024 2023

CITY OF MESQUITE

By: DocuSigned by:
Cliff Keheley
78B2FEED9E6142E
Cliff Keheley, City Manager

By: DocuSigned by:
Sonja Land
C2518095073F46A
Sonja Land, City Secretary

Executed this ___ day of 2/2/2024 2023

Approved as to Legal Form:

DocuSigned by:
David Paschall
666E18891208434...
City Attorney or his designee

