



**AGENDA
CITY COUNCIL
SPECIAL MEETING
SEPTEMBER 3, 2020
6:30 PM**

The Joshua City Council will hold a Special Meeting in the Council Chambers at the Joshua City Hall, located at 101 S. Main St., Joshua, Texas on September 3, 2020. This meeting is closed to the public and subject to the open meeting laws of the State of Texas.

City facilities are closed to the public in response to a health emergency specifically Coronavirus Disease (COVID-19). This meeting is available via live stream.

Join Zoom Meeting:

<https://us02web.zoom.us/j/86254067057?pwd=dHZMSHM1OW1ad1pZT2kxb2ZvcGEvQT09>

Meeting ID: 862 5406 7057 Passcode: 773559 or to join by phone, dial (346) 248-7799

A member of the public who would like to submit a question on any item listed on this agenda may do so via the following options:

- Online: An online speaker card may be found on the city's website (cityofjoshuatx.us) on the Agenda/Minutes/Recordings page. Speaker cards received will be read during the meeting in the order received by the City Secretary.
- By phone: Please call 817/558-7447 ext. 2003 and provide your name, address, and question. Your question will be read by the City Secretary in the order they are received.

A. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT

B. WORK SESSION

1. Discuss and review the Joshua Independent School District Coronavirus Relief Funds Match Request.
2. Discussion on the potential deannexation of two parcels of land located at 170 and 171 Scarlet Oaks Drive, Joshua, Texas, 76058.

C. PUBLIC FORUM, PRESENTATIONS AND RECOGNATION:

The City Council invites citizens to speak on any topic. However, unless the item is specifically noted on this agenda, the City Council is required under the Texas Open Meetings Act to limit its response to responding with a statement of specific factual information, reciting the City's existing policy, or directing the person making the inquiry to visit with City Staff about the issue. No Council deliberation is permitted. Each person will have 3 minutes to speak.

D. REGULAR AGENDA

1. Public hearing on the Proposed Tax Rate for the City of Joshua for the Tax Year 2020, and announce the meeting date and time of adoption. (Staff Resource: J. Jones)

2. Discuss, consider and possible action on amendments to the City's Employee Personnel Handbook. (Staff Resource: J. Jones)
3. Discuss, consider, and possible action on an Interlocal Cooperative Agreement between the City of Joshua and Johnson County contracting for the provision of police dispatch services; and authorize the Mayor to sign. (Staff Resource: S. Short)
4. Discuss, consider and possible action on an Interlocal Cooperative Agreement between the City of Joshua and Johnson County contracting for the housing of individuals detained for Class C Misdemeanor offenses; and authorize the Mayor to sign. (Staff Resource: S. Short)
5. Discuss, consider and possible action on the Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and authorize the Mayor to execute the Official Ballot. (Staff Resource: A. Holloway)

E. FUTURE AGENDA ITEMS/REQUESTS BY COUNCILMEMBERS TO BE ON NEXT AGENDA

Councilmembers shall not comment upon, deliberate, or discuss any item that is not on the agenda. Councilmembers shall not make routine inquiries about operations or project status on an item that is not posted. Any Councilmember may, however, state an issue and a request that this issue be placed on a future agenda.

F. ADJOURNMENT

The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including 551.071 (private consultation with the attorney for the City); 551.072 (discussing purchase, exchange, lease or value of real property); 551.074 (discussing personnel or to hear complaints against personnel); and 551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. A quorum will be physically present at the posted meeting location of City Hall.

In compliance with the Americans with Disabilities Act, the City of Joshua will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 817/558-7447.

CERTIFICATE:

I hereby certify that the above agenda was posted on or before the 28th day of August, 2020, by 12:00 p.m. on the official bulletin board at Joshua City Hall, 101 S. Main, Joshua, Texas.

Alice Holloway
City Secretary



City Council Agenda September 03, 2020

Agenda Item: B1

Minute Resolution

Discussion Only

Agenda Description:

Discuss, review and consider JISD Coronavirus Relief Funds Match Request.

Background Information:

Texas received \$11.24 billion in federal CARES Act CRF funding, of which over \$5 billion has been given to counties and cities to determine how they should be spent. These funds are to be used to off-set any and all expenses incurred by the City related to the pandemic.

The City of Joshua was allocated \$ 428,340 in CARES Act funding. To date, the City has received ≈\$85,000 (20% of the allocation), submitted its justification for this amount and has submitted reimbursement application for the remaining funds.

The ISD's request is for a share of the City's allocation in order to off-set the cost of purchasing WIFI "hotspots" for JISD students with the goal of a net cost of \$0 to the ISD. (See attachment.)

Financial Information:

If the City's reimbursement application is approved, all \$428,340 would be accounted for and "ear-marked" to pay for expenses the City as already incurred. Therefore, any share of the City's allocation provided to the ISD would have to come out of those funds, effectively increasing the City's expenditures without an offsetting reimbursement:

City CARES Act Allocation Total	\$428,340
City Reimbursement Application Total	-\$428,340
JISD Request	-\$33,750
City's Total Net Expenditures	\$(33,750)

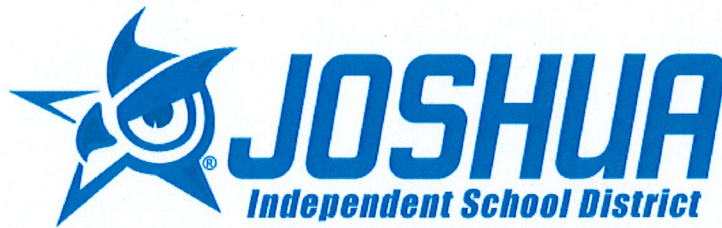
City Contact and Recommendations:

Josh Jones, City Manager

No recommendation; Discussion Only

Attachments:

- 1) JISD Request Letter
- 2) TEA Informational Flyer



310 E. 18th Street
Joshua, TX 76058
Phone: 817-202-2500 or 817-426-7500
Fax: 817-641-2738 or 817-645-8110

August 20, 2020

Mayor Joe Hollarn
City of Joshua
101 South Main Street
Joshua, TX 76058

RE: Coronavirus Relief Funds Matching for Operation Connectivity

Dear Mayor Hollarn:

Thank you so much for taking the time to visit with us. This letter provides a summary of our request.

The Texas Education Agency (TEA) has launched the Operation Connectivity program to help bridge the digital divide in Texas and provide devices and internet connectivity to all Texas students. The district is required to provide an at-home learning option to students this school year and that means also providing devices and internet connectivity if students need it. Joshua ISD already had devices available for all students, but we require hotspots to provide internet connectivity. Through the Operation Connectivity bulk ordering program, we have ordered 750 hotspots from T-Mobile. These each cost \$180, there is no charge for the device itself, the charge is for the service at \$15 per month for 12 months. The total cost is \$135,000 of which TEA covers half using federal coronavirus relief funds (CRF) received by the state. The cost to the district is \$67,500.

TEA has informed districts that if additional CRF fund contributions from our cities and counties can be secured, they will match that contribution dollar for dollar on top of the initial matching at 50%. We are requesting for you to consider allocating Coronavirus Relief Funds to Joshua ISD for this purpose. If the district can secure \$33,750 from the county and/or city we can provide internet connectivity to our students at no cost to the district, all would be covered by these federal funds.

Please see the attached flier, provided by TEA, with more information regarding the Operation Connectivity program and funding models.

We would like to communicate that the district has received no funding from CRF thus far. The funds allocated to districts from CRF were only allocated on a reimbursement basis for costs incurred between March and May, of which the district had no eligible expenses. We did receive funds through the Elementary and Secondary School Emergency Relief (ESSER) Fund, however, the state supplanted this money in our normal state funding, so this was not

supplemental or available to help with added expenses. The state cut our funding in an amount near \$650,000 between the supplanted funds and other cuts that resulted from the pandemic. Additionally, the district has not been made whole on lost revenue in our child nutrition fund, even though we continued to feed students throughout the spring and summer.

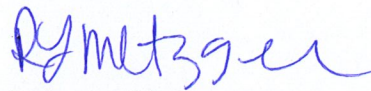
We understand that there might be restrictions for spending CRF funds and if that is a concern, we would request that you reach out to TDEM for clarification. Remember, any amount you could allocate would be matched by the state and would help the district tremendously.

The deadline for the district to provide documentation to TEA of CRF funds received from counties and/or cities is October 1st. More information is expected from TEA next week on the information they will require. We appreciate your prompt attention to this matter.

Thank you again for your consideration.

A handwritten signature in blue ink, appearing to read "Fran Marek".

Fran Marek
Superintendent

A handwritten signature in blue ink, appearing to read "Rebecca Metzger".

Rebecca Metzger
Chief Financial Officer

A Guide to Operation Connectivity: How Municipalities and Counties Can Help

1.8 million students
lack technology
to learn from
home

With the rise of COVID-19 in Texas, **remote learning has become an essential** part of schools' academic offering. Yet, it is estimated that **over 1.8 million students in Texas lack the connectivity technology to learn from their homes**. This connectivity gap is a significant barrier to academic success and economic empowerment for these students.

In response to this critical need, Governor Abbott and Texas legislative leaders have allocated \$200M in CARES Act Coronavirus Relief Fund (CRF) funding to match \$200M in local district funding. This combined \$400M in bulk buying power will be used to cover the purchases of internet solutions such as hotspots and e-learning devices for Texas' School districts, with the goal of providing connectivity technology for all students who would not otherwise have them.



\$200M
in CARES Act
CRF funding



\$200M
in local district
funding



\$400M
bulk buying power for
connectivity technology

1 million
e-learning
devices

The **Operation Connectivity bulk order program** may leverage the majority of these funds to put over 1 million e-learning devices and nearly 500,000 hotspots in students' homes to enable learning, significantly reducing the connectivity gap.

Even with this historic investment, **we may still have hundreds of thousands of Texas students who lack reliable internet access.**

500,000
hotspots



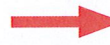
Texas received \$11.24 billion in federal CARES Act CRF funding, of which over \$5 billion has been given to counties and cities to determine how they should be spent.



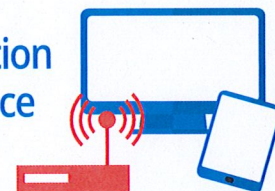
\$11.24B
in CARES Act
CRF funding



\$5B
to City and
County CRF grants



Allocate some portion
to "facilitate distance
learning"



LEAs are encouraged to work with their cities and counties to allocate some portion of their local CRF funds to reduce their cost.¹

Details of the local CRF match reimbursement process are described on the next page.

By assisting school systems with their local match **funding right now**, CRF contributions can enable purchases of devices and hotspots at **steeply discounted rates** that vendors have made available specifically for orders placed through Operation Connectivity.

Local governments will see a **dramatic return on this investment**, including smart procurement, increased access to online learning for students, and access to urgent family telehealth care.



1. U.S. Department of the Treasury's guidance on use of CARES funding lists examples of eligible use of funds, including "Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions." Source: Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments, Updated June 30, 2020

Local CRF Matching Reimbursement: Information for LEAs

Details of Approach to CRF Matching Reimbursement

Local Education Agencies (LEAs) are eligible for additional state Coronavirus Relief Fund (CRF) fund matching if they receive funding from their local city or county CRF for TEA's bulk order program. TEA will increase its fund matching by \$1 for every \$1 of local CRF that LEAs receive, up to a maximum of 25% of the expenditure approved and allocated by TEA (based on number of economically disadvantaged students). This matching reimbursement will be executed per the details below.

Examples of CRF matching reimbursement allocations (Figures illustrative)

District A receives no match from local CRF	District B receives 10% match from local CRF	District C receives 25% match from local CRF
• LEA total bulk order: \$100,000 • Local CRF contributes: \$0 • TEA state CRF fund contributes: \$50,000 (LEA base match) + \$0 (local CRF match) = \$50,000 total • LEA contributes: \$50,000	• LEA total bulk order: \$100,000 • Local CRF contributes: \$10,000 • TEA state CRF fund contributes: \$50,000 (LEA base match) + \$10,000 (local CRF match) = \$60,000 total • LEA contributes: \$30,000	• LEA total bulk order: \$100,000 • Local CRF contributes: \$25,000 • TEA state CRF fund contributes: \$50,000 (LEA base match) + \$25,000 (local CRF match) = \$75,000 total • LEA contributes: \$0

Key information about local CRF matching reimbursement process

October 1st

Deadline to submit requests for CRF matching reimbursement

LEAs must submit required documentation (see below) by October 1st to be considered for local CRF matching reimbursement and will be reimbursed on a rolling basis.¹

Process for LEA submission for Local CRF Matching Reimbursement

1

LEAs submit documentation of local CRF received
Documentation submitted by October 1st

2

TEA reviews documentation and finalized match
Matching funds awarded in order of requests received

3

LEAs receiving CRF matching funds are reimbursed by TEA
LEAs notified of grant status and reimbursed by TEA

To submit documentation of any local CRF that has been received, an LEA will provide TEA a completed CRF Reimbursement Application (to be provided) and accompanying documentation that states:

- Date of allocation from city or county
- Amount of allocation
- Purpose of grant (should say TEA bulk order)

The standard application and details of accompanying documentation requirements will be communicated the week of 8/17/2020. Please email customerservice@teabulkorder.com if you have any questions regarding this process.

Note on CARES ESSER Funds

The state has implemented a local matching requirement to this program in that the LEA must pay for an applicable percentage of the total costs of the program. This requires other fund sources available to the LEA to be used to pay for the remaining percentage of the program. This is not an in-kind match.

The LEA may use its CARES Act ESSER Grant allocation, TIMA, and other local sources to be approved later by TEA, in addition to other state and local funding to pay the LEA portion of this program and therefore split the total cost of the connectivity equipment between this program and its ESSER Grant.

LEA local documentation must be maintained to document 1) the percentage paid from the ESSER Grant, 2) inventory records and other appropriate safeguards to protect the equipment are in place, and 3) appropriate internal controls are being implemented.

¹ In the event all \$200M of state funds is expended the local CRF match will be awarded on a first come first serve basis.





City Council Agenda September 03, 2020

Agenda Item: B2 Minute Resolution Discussion Only Item)

Agenda Description:

Discussion on the potential de-annexation of two parcels of land located at 170 and 171 Scarlet Oaks Drive, Joshua, Texas, 76058.

Background Information:

In November 2019, the City of Joshua (COJ) was made aware of a new single-family residential development that was being planned near the southeast part of the city, which was, per the plat, partially within the City's municipal limits (it was annexed in 2018) and the City of Burleson's (COB) extra-territorial jurisdiction (ETJ). *(The COJ boundary runs approximately in the middle of the lots running north-and-south.)* Since the development was located on two (2) separate entity's territory, both respective city administrations approved and signed the plat for the development.

An issue has arisen with the development in that the two (lots) that are partially within the COJ municipal limits are having homes constructed that were not permitted by the COJ. The developer insists that he was told last fall by City staff that the lots weren't in the COJ and he would not be required to apply for building permits from the COJ. However, as referenced above, the property was annexed in 2018 and tax records confirm that property taxes were paid to the COJ in 2019.

The COJ has issued a stop-work order on these projects and is requiring permits be pulled and the structures inspected per the COJ building regulations.

Due to the conflicts referenced above, the developer has requested direction from the COJ so that he is able/authorized to continue construction.

Financial Information:

NA

City Contact and Recommendations:

Josh Jones, City Manager

No recommendation at this time: Discussion Only

Attachments:

Map of Property

Relevant Segment of City of Joshua Current 2018 City Limits Map (revised to show COJ ETJ)

41
126.3468.00410
DUM DANNY LEE ETUX PAMELA J
7/16/2019 __ / 18338
0.889 ac.
4017 RUNNING BROOK
12/2019 10:12:57 AM LRICHARDS

3468
Joshua Meadows
EFFECTIVE

42 **LOTS:**
126.3468.00420
GRACE GEORGE
9/12/2016 __ / 22203
0.745 ac.
4021 RUNNING BROOK
12/2019 3:57:58 PM LRICHARDS

43
126.3468.00430
DORNI DANIEL C ETUX ANGELA R
3/31/2017 __ / 07549
0.75 ac.
4025 RUNNING BROOK
12/2019 3:58:21 PM LRICHARDS

44
126.3468.00440
ROSENBAUM KEITH & TERRI
6/8/2004 __ 3308 / 0510
0.749 ac.
4029 RUNNING BROOK
12/2019 3:59:01 PM LRICHARDS

45
126.3468.00450
WALLACE ROBERT L & BONNIE L
12/2/2010 __ / 34345
1.006 ac.
4033 RUNNING BROOK
12/2019 3:59:56 PM LRICHARDS

46
126.3468.00460
MILLING RANDAL ETUX SUE
4/3/2014 __ / 06626
0.75 ac.
4037 RUNNING BROOK
12/2019 4:03:22 PM LRICHARDS

47
126.3468.00470
ROBERT CYNTHIA M

5B
126.0102.00170
BARNES FAMILY LIVING REV TR
4/20/2001 __ 2618 / 1DEATH CERTIFICATE
4.27 ac.
CR 803
12/17/2019 4:01:43 PM LRICHARDS

8
126.3357.01085
LEDBETTER FAM TR
1/1/2020 __ / PLAT 11/928
2.8643 ac.
171 SCARLET OAKS DR
8/10/2020 4:24:52 PM SPATTERSON

7
126.3357.01075
LEDBETTER FAMILY TRUST
1/1/2020 __ / PLAT 11/928
3.1384 ac.
170 SCARLET OAKS DR
8/10/2020 4:24:59 PM SPATTERSON

4
126.0102.00150
HOWELL FLORENCE
10/7/2004 __ 3392 / 0268
8.96 ac.
CR 803
12/17/2019 4:05:25 PM LRICHARDS

8
126.3357.01080
SHELLA AUTON
12/30/2019 __ **H/31291
0.3647 ac.
1715 SCARLET OAKS DR
8/10/2020 4:22:56 PM SPATTERSON

3357
SCARLET OAKS ADDITION PH II
EFFECTIVE 2020
11/928
LOTS: 7
JOS

5
126.3357.01050
BERRIOS ORVIL ROBERTO ETUX MERCEDES M
4/2/2020 __ / 09354
1 ac.
150 SCARLET OAKS DR
12/17/2019 3:48:36 PM LRICHARDS

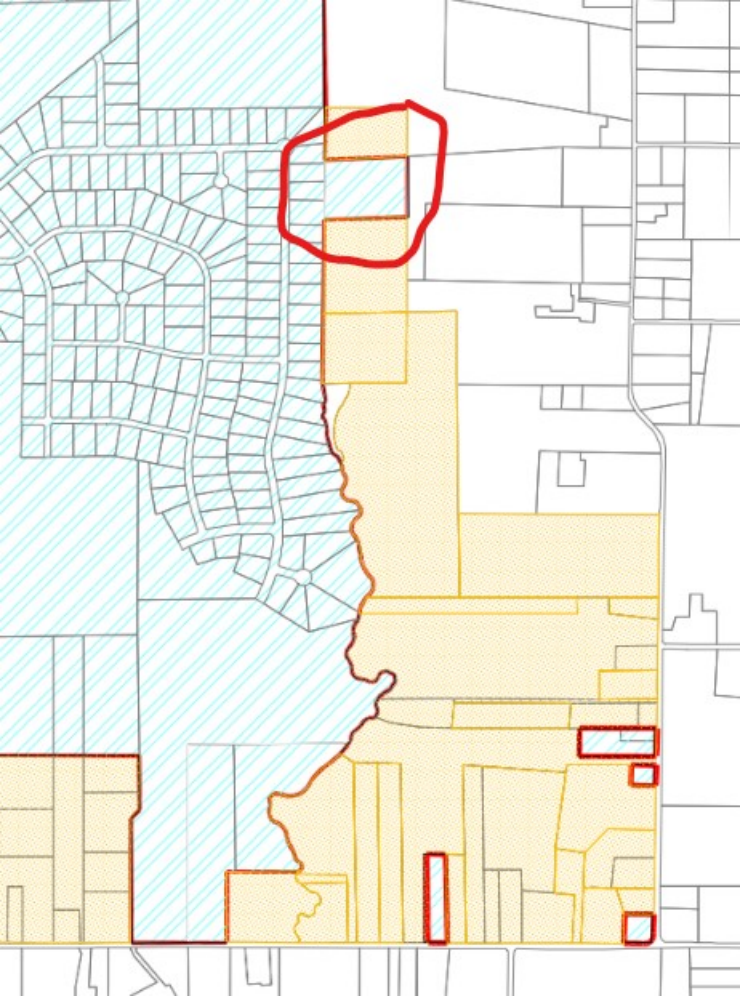
8
126.3357.01080
SHELLA AUTON
12/30/2019 __ **H/31291
0.3647 ac.
1715 SCARLET OAKS DR
8/10/2020 4:22:56 PM SPATTERSON

9
126.3357.01090
LEDBETTER FAMILY TRUST
1/1/2020 __ / PLAT 11/928
1.068 ac.
141 SCARLET OAKS DR
12/17/2019 3:48:36 PM LRICHARDS

4
126.3357.01040
LEDBETTER FAMILY TRUST
1/1/2020 __ / PLAT 11/928
1 ac.
140 SCARLET OAKS DR
12/17/2019 3:48:36 PM LRICHARDS

6D
126.0457.00151
HARRIS DEBRA
1/1/1900 __ /
15.559 ac.
CR 803
12/17/2019 3:52:23 PM LRICHARDS

126.3357.011
STIMSON PAUL D JR & TERE
4/29/2020 __ / 118
1
131 SCARLET OAKS
12/17/2019 3:48:36 PM LRICHARDS





City Council Agenda September 03, 2020

Agenda Item: D1

Public Hearing

Discussion Only

Agenda Description:

Public hearing on the proposed tax rate for the City of Joshua for the tax year 2020, and announce the meeting date and time of adoption.

Background Information:

The City Council is required to hold a public hearing on the proposed \$0.765270 per \$100 of valuation tax rate and receive public comment. At the conclusion of the public comments, Council is requested to announce Thursday, September 17, 2020 as the date of the vote on the adoption of the tax rate.

State legislation requires the City to hold one public hearing on the proposed property tax rate if the proposed rate exceeds the lower of the No-New-Revenue Tax Rate or the Voter-Approval Tax Rate.

Individual taxpayers' property taxes may decrease, increase, or remain the same depending on the appraised value of their property. Senior and disabled property owners that have a tax ceiling (even if their property values have increased) will pay the same amount of city property tax as the previous year unless their appraised property value decreased.

As a reminder, on June 18, 2020, the City Council approved an Ordinance establishing a Homestead Tax Exemption in the amount of Five Percent (5%) of the appraised value of the Homestead.

Financial Information:

Cost of publication of \$322.00

City Contact and Recommendations:

Josh Jones, City Manager

Open the public hearing on the Tax Year 2020 Proposed Tax Rate, receive public comments and announce Thursday, September 17, 2020 as the date of the vote on the adoption of the tax rate, and close the public hearing.

Attachments:

Public Hearing Notice

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of 0.765270 per \$100 valuation has been proposed by the governing body of City of Joshua.

PROPOSED TAX RATE	\$0.765270 per \$100
NO-NEW REVENUE TAX RATE	\$0.761240 per \$100
VOTER-APPROVAL TAX RATE	\$0.755612 per \$100
DE MINIMIS RATE	\$0.875813 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for City of Joshua from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval tax rate is the highest tax rate that City of Joshua may adopt without holding an election to seek voter approval of the rate, unless the de minimis rate for City of Joshua exceeds the voter-approval tax rate for City of Joshua.

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate for City of Joshua, the rate that will raise \$500,000, and the current debt rate for City of Joshua.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that City of Joshua is proposing to increase property taxes for the 2020 tax year.

A public hearing on the proposed tax rate will be held on September 03, 2020 at 6:30 PM at the Council Chambers, Joshua City Hall, 101 S. Main St., Joshua, TX 76058. **As of the date of this notice, it is unknown whether the meeting will be conducted in City Council Chambers or virtually. The posted agenda will contain appropriate information.**

The proposed tax rate is greater than the voter-approval tax rate, but not greater than the de minimis rate. However, the proposed tax rate exceeds the rate that allows voters to petition for an election under Section 26.075, Tax Code. If City of Joshua adopts the proposed tax rate, the qualified voters of the City of Joshua may petition the City of Joshua to require an election to be held to determine whether to reduce the proposed tax rate. If a majority of the voters reject the proposed tax rate, the tax rate of the City of Joshua will be the voter-approval tax rate of the City of Joshua.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{tax rate}) \times (\text{taxable value of your property}) / 100$$

The members of the governing body voted on the proposed tax increase as follows:

FOR:

Joe Hollarn
Mike Kidd
Robert Purdom
Scott Kimble

Rick DePriest
Angela Nichols
Jerry Moore

AGAINST:

None

PRESENT and not voting:

None

ABSENT:

None

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Joshua last year to the taxes proposed to be imposed on the average residence homestead by City of Joshua this year:

	2019	2020	Change
Total Tax Rate (per \$100 of value)	\$0.765270	\$0.765270	decrease of \$0.000000 OR 0.00%
Average homestead taxable value	\$177,472	\$186,526	increase of \$9,054 OR 5.10%
Tax on average homestead	\$1,358	\$1,427	increase of \$69 OR 5.08%
Total tax levy on all properties	\$2,732,305	\$2,743,099	increase of \$10,794 OR 0.40%

For assistance with tax calculations, please contact the tax assessor for City of Joshua at 817-558-0122 or jcto@johnsoncountytexas.org, or visit www.johnsoncountytaxoffice.org for more information.



City Council Agenda September 3, 2020

Agenda Item: C.2. Minute Resolution (Action Item)

Agenda Description:

Discuss, consider and take possible action on Amendments to the City's Employee Personnel Handbook.

Background Information:

- A) Merit-based Wage Increases: In late 2018, the City Manager was tasked by the City Council ("the Council") with submitting a new merit-based salary increase model/policy to replace a previously used "across-the-board" salary increase model that many Councilors believed to be arbitrary. In response, the City Manager submitted a proposed change to a merit-based system that was accepted and adopted by the Council in December 2018 to go into effect on January 1, 2019. Since then, the employment evaluation period for all non-contracted City employees is held in January of each year and each employee's salary/wage increase is based on the new policy.

In order to have an objective base to start with (the "*merit pool base*"), the City Manager has used the U.S. Bureau of Labor Consumer Price Index ("CPI") for the DFW region. (The CPI number is published every two (2) months and measures economic inflation for the country has a whole and specific regions within it.) While this is, by definition, an objective standard to use, it was not included in the initial policy change. The City Manager is requesting that the Council amend the current policy to adopt the regional CPI as the official "*merit pool base*": by adding the following:

18.1 Merit-based Base Pay Increases

C. Merit Pool Base – The "merit pool base" shall be the U.S. Bureau of Labor Consumer Price Index ("CPI") for the DFW region as published in July annually and included in the City Manager's annual proposed budget. If the July CPI is not published prior to the filing of the City Manager's annual proposed budget, the May CPI shall be used.

- B) Health Insurance: The City provides 100% health insurance coverage for qualifying employees. An additional benefit the City has provided since switching to an HMO-based plan in 2019 is an annual contribution to each employee's Health Savings Account ("HSA").

The amount of the contribution has ranged from \$500-1,000 and has been/is subject to annual budgetary considerations.

There have been instances of employees being covered by a spouse's plan prior to employment but still enrolling in the City's plan for a number of reasons. Currently, an employee is required to be enrolled in the City's plan to be eligible for the contribution. As the City's plan benefits have changed over the years, many employees would prefer to decline the City's plan and be on their spouse's plan but choose not to so as to not lose the City's HSA contribution benefit.

The City administration believes that allowing an employee the option of declining coverage but still receiving the contribution benefit – although it would be in a different form – would have the double-benefit: a substantial annual net savings for the City while also providing flexibility for an employee to not have to choose a plan he or she prefers and lose the benefit.

The City Manager is requesting that the Council amend the current policy by adding the following to Section 30.2:

“The City may elect to pay up to \$100.00/month in the form of an “off-set stipend” to a qualifying employee that has health insurance coverage from another source other than the City of Joshua if the employee chooses to use the other insurance in lieu of insurance with the City. The amount will be determined annually and is subject to budgetary considerations. This pay is subject to federal taxes. This benefit may be cancelled at any time.”

Financial Information:

Estimated 2021 Plan Year Health Insurance Premium per employee:	\$5,160.00
Estimated City Off-set Stipend for 2021 Plan Year per Employee:	\$ 600.00
Net Budget Savings for City per Employee for 2021 Plan Year:	\$4,560.00
Minimum Annual Savings for City per Plan Year:	\$3,960.00

City Contact and Recommendations:

Josh Jones, City Manager
Staff recommends approval

Attachments: N/A

Interlocal Cooperation Agreement for Dispatching Services for the Budget Year 2020-2021



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR DISPATCHING SERVICES FOR BUDGET YEAR 2020-2021**

This Interlocal Cooperation Agreement For Dispatching Services (hereinafter "Agreement") is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County, and Joshua Police Dept., (hereinafter "Entity") being either a municipal corporation or an independent school district, operating pursuant to the laws of the State of Texas and located in Johnson County, Texas.

WHEREAS, County and Entity desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and dispatching services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes political subdivisions within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and Entity mutually desire to enter into an agreement for County to the dispatch calls for the Entity's Police Department or Marshal's Office.

NOW THEREFORE, for the mutual consideration herein stated, County and Entity agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Definitions:

1. *Radio*- Any device capable of two-way communication by use of radio waves.
2. *Teletype* – Any electro-mechanical device using telephone lines connected to Area State and National Crime Information Facilities and other Law Enforcement Agencies capable of two-way communication through exchange of written messages.

3. *Radio Log* – Record of Radio Communication between base station and mobile units as required by federal Communications Commission.
 4. *Radio License* – A license or permit issued by the Federal Communications commission for the operation of a two-way radio capable of both receiving and transmitting.
 5. *Wrecker Call List* – A master list in alphabetical order of all wrecker companies which are authorized to be included on such list under the ordinances of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF'S OFFICE.
- B. Services to be performed by JOHNSON COUNTY SHERIFF'S OFFICE:
1. JOHNSON COUNTY SHERIFF'S OFFICE will provide Police/EMS Dispatching Services to include answering of telephone complaints received over Entity's Police Department/EMS Department Number.
 2. JOHNSON COUNTY SHERIFF'S OFFICE will record all complaints on Telephone Complaints Record and maintain same in normal system commingled with JOHNSON COUNTY SHERIFF'S OFFICE Telephone complaints.
 3. JOHNSON COUNTY SHERIFF'S OFFICE will upon receipt of a telephone complaint notify, according to the information and belief of the JOHNSON COUNTY SHERIFF'S OFFICE, the proper Police Department Unit of Entity of complaint citing such information as may be required, if known, using one of the radio talk groups specified below in Article 1 C 2.
 4. JOHNSON COUNTY SHERIFF'S OFFICE will receive and record radio transmissions from Entity's Police Department units using one of such talk groups as may be required in the conduct of normal operation, i.e.: logging units in and out of service, transmitting complaints and other messages relative to law enforcement activities, but not necessarily other Police Department business or personal calls.
 5. JOHNSON COUNTY SHERIFF'S OFFICE will provide and make available its teletype service to the Entity's Police Department units as may be required; provided however, JOHNSON COUNTY SHERIFF'S OFFICE will use the Entity's Police Department Number CDC or TX numbers on all messages for Entity's Police Department.
 6. JOHNSON COUNTY SHERIFF'S OFFICE will maintain wrecker call lists and shall dispatch wreckers thereon at the request of Entity's Police Department units. The Entity's Police Departments shall not be responsible or have any liability for the designation of wrecker units dispatched to the scene of any accident nor be held liable for the response or lack thereof of any ambulance and/or wrecker dispatched to such scene.
 7. JOHNSON COUNTY SHERIFF'S OFFICE will make available to the Entity's Police Department all records pertaining to dispatching and communications during reasonable hours and at reasonable times. Records shall be maintained at the JOHNSON COUNTY SHERIFF'S OFFICE and copies made for Entity if necessary.

C. Scope of Service:

1. Each Entity may "forward" its main police department telephone number to the Johnson County Sheriff's Office Dispatch center after 5:00 p.m. on weekdays and terminate the "forward" before 8:00 a.m. on the following work day. The Entity's main police department telephone number may also be "forwarded" on weekends and holidays that are officially recognized by the Entity. The telephone number "forwarded" must be one used by the Entity's police department and should not be a telephone number used by the Entity for other business or functions. "Forwarding" of a telephone number will be allowed under certain emergency situations without regard to the day or time, such as a major weather event or other major incidents requiring all of Entity's police department personnel to respond. The request for the emergency "forward" must be made to the Sheriff or a Chief Deputy. Lunch breaks, training, and/or limited manpower do not constitute an emergency.
2. Radio Licenses have been issued by the FCC for all mobile and base transmitters and receivers owned and utilized by the Entity's Police Department and such licenses will be maintained in good standing. The Entity's Police Department is authorized to use the 700 megahertz talk groups for its Police Department.
3. The Entity or its Police Department shall be responsible for any and all license, annual maintenance fees and required updates needed to support their compatibility with JOHNSON COUNTY SHERIFF'S OFFICE radio system.

ARTICLE II – PAYMENTS

- A. Amount of Payment by Entity. Entity shall pay to County the dispatch fees for dispatch services as set forth on Exhibit "A," which is attached hereto and made a part of this Agreement as though set forth verbatim herein. Invoicing by County will be sent to Entity at the beginning of County's fiscal year which is October 1 and Entity agrees to pay the invoice amount within thirty (30) days of receipt of said invoice. The Parties understand and agree that prior to October 1 of each year, the County will re-calculate the amount of the dispatch fees to be paid by Entity for the next budget year and the proposed dispatch fees will be attached as an exhibit to the Agreement for the next budget year.
- B. Place of Payment. Entity shall make payment to County and payment shall be in the name of Johnson County, Texas, and shall be remitted to:
Kathy Blackwell (or her successor to office)
Johnson County Treasurer
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the Entity under this Agreement.

ARTICLE III – COMPLAINTS AND/OR LEVEL OF SERVICE; AMENDMENTS

- A. Any complaints regarding the level of service provided by JOHNSON COUNTY SHERIFF'S OFFICE to the Entity or its Police Department shall be directed to the Sheriff and any complaint regarding Entity or its Police Department shall be referred to its Chief who, in either case, shall take appropriate action as necessary. However, in the event a conflict or complaint arises that the Chief or the Sheriff are not able to resolve, then the complaints and/or questions of service or other matters shall be referred to the Entity's Council or Board and the Johnson County Commissioners Court to seek a resolution. This provision does not limit the statutory and constitutional rights of the parties to seek the relief to which either party might be entitled by law or equity.
- B. This Agreement shall be amended only through written agreement duly authorized by the Johnson County Commissioners Court and such Entity's Council or Board that are parties to this Agreement.

ARTICLE IV – INDEMNIFICATION

The Entity and its Police Department, subject to the Texas Constitution and the Texas Tort Claims Act, agrees to hold harmless, save and indemnify JOHNSON COUNTY, the JOHNSON COUNTY SHERIFF, and his dispatchers and all other officials, officers and employees of JOHNSON COUNTY for any and all claims, causes of actions and judgments for damages, personal injuries, deaths, false arrests, false imprisonments, abuses or failures to act or attorney's fees incurred in defense of the foregoing on the part of any officer, employee or volunteer of JOHNSON COUNTY or JOHNSON COUNTY SHERIFF or of Entity or its Police Department for any court costs, or attorney's fees, claims or judgments or other expenses arising from JOHNSON COUNTY or JOHNSON COUNTY SHERIFF performing the acts and functions described in or associated with this Agreement.

ARTICLE V – FORCE MAJEURE

- A. If by reason of force majeure either party hereto shall be rendered unable wholly or in part, to carry out the obligations under this Agreement, then such party shall give notice and full details of such force majeure in writing to the other party. The duties of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability claimed, as herein after provided, but not a longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts, other industrial disturbances, acts of public enemy, orders of any kind of the government of the United States, or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.
- C. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having difficulty, and that the above requirements that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or acceding to the demands of the opposing party or parties which such settlement is unfavorable to it in the judgment of the party having the difficulty.
- D. It is specifically expected and provided, however, that in no event shall any force majeure relieve the Entity or its Police Department from its indemnity obligations under Article IV.

ARTICLE VI – TERM

- A. This Agreement shall be in full force and effect from the date of the last party to sign this Agreement and shall terminate on September 30, 2021. Either Party may terminate this Agreement upon giving written notice sixty (60) days prior to the date of termination.
- B. Duties to make payment for services performed and any duties to defend, indemnify and hold harmless shall survive the termination of this Agreement and shall not expire until the resolution and disposition of any claims made or liability incurred or potentially incurred by JOHNSON COUNTY as a result of this Agreement. In no event shall an Entity's duty to defend, indemnify and hold harmless JOHNSON COUNTY expire prior to the running of any statute of limitations related to claims that might be asserted against JOHNSON COUNTY because of JOHNSON COUNTY'S performance or failure to perform pursuant to this Agreement.

ARTICLE VII – VESTED RIGHTS

The Entity or its Police Department shall not accrue any vested rights to any facilities, equipment or real or personal property of JOHNSON COUNTY or the JOHNSON COUNTY SHERIFF'S OFFICE.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- A. Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the Entity's Council or Board.

- B. Prior Agreements. This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- C. Choice of Law and Venue. The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.
- D. Approvals. The Entity's Council or Board and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- E. Funding Source. In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of Entity. The signature of the Entity's representative below certifies that there are sufficient funds from the current revenues available to the Entity to meet its obligations under this Agreement.
- F. Heading. Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- G. Binding Nature of Agreement. This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- H. Severability. In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- I. Authority. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

For the faithful performance of the terms of this Agreement, the parties hereto in their capacities as stated, execute this Agreement, affix their signatures and bind themselves.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

JOHNSON COUNTY

Roger Harmon
County Judge

Date

Adam King
County Sheriff

Date

Attest:

Becky Ivey
County Clerk

Date

ENTITY

Signature

Date

Printed Name

Title

Chief of Police

Date

Attest:

Signature

Date

Printed Name

Title

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2020

Total Personal Cost for Dispatch 07-01-2019 - 06-30-2020 \$1,532,170.44

25% of total personnel cost: \$383,042.61

Calls for Service 07-01-2019 00:00:00 - 06-30-2020 23:59:59

Alvarado PD	3967
Alvarado Marshal	13
Alvarado ISD	117
Joshua PD	2656
Godley PD	4327
Grandview PD	1072
Rio Vista PD	998
Venus PD	3435
Keene PD	2347
Joshua ISD PD	428
Venus ISD PD	10
Keene ISD PD	5
Total	19375

100/20,471 = 0.00516129

Agency	Console	Assist Calls	Total Minus Assist Calls
A Marshal	13	0	13
Alvarado PD	119	2	117
APD	4187	220	3967
GPD	4462	135	4327
GVPD	1190	118	1072
JISD	460	32	428
JPD	2907	251	2656
KISD	7	2	5
KPD	2490	143	2347
RVPD	1217	219	998
VISD	10	0	10
VPD	3637	202	3435

Percentage of Calls For Service

Multiply the calls for service for each agency by the formula amount (.00516129) to arrive at the percentage as follows:

Alvarado PD	20.4748
Alvarado Marshal	0.0671
Alvarado ISD	0.6038
Joshua PD	13.7084
Godley PD	22.3329
Grandview PD	5.5329
Rio Vista PD	5.151
Venus PD	17.729
Keene PD	12.1135
Joshua ISD PD	2.209
Venus ISD PD	0.05161

EXHIBIT "A"
DISPATCH FEES BEGINNING OCTOBER 1, 2020

Keene ISD PD	0.0258
--------------	--------

Total Cost to Agency Without Phase-in

Multiply the percentage of each agency by the 25 percent of the personnel cost (\$383,042.61) as follows:

Alvarado PD	\$78,427.20
Alvarado Marshal	\$257.02
Alvarado ISD	\$2,312.81
Joshua PD	\$52,509.01
Godley PD	\$85,544.52
Grandview PD	\$21,193.36
Rio Vista PD	\$19,730.52
Venus PD	\$67,909.62
Keene PD	\$46,399.86
Joshua ISD PD	\$8,461.41
Venus ISD PD	\$197.68
Keene ISD PD	\$98.82
Total	\$383,041.83

Invoice amounts for 2020/2021 Budget Year

4 year phase-in is 75 percent of the cost - Example: \$63,065.12 multiplied by .75 = \$47,298.84

Alvarado PD	\$58,820.40
Alvarado Marshal	\$192.77
Alvarado ISD	\$1,734.61
Joshua PD	\$39,381.76
Godley PD	\$64,158.39
Grandview PD	\$15,895.02
Rio Vista PD	\$14,797.89
Venus PD	\$50,932.22
Keene PD	\$34,799.90
Joshua ISD PD	\$6,346.06
Venus ISD PD	\$148.26
Keene ISD PD	\$74.12
Total	\$287,281.40

Interlocal Cooperation Agreement for Housing Class C Misdemeanor Prisoners for the Budget Year 2020-2021



STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**INTERLOCAL COOPERATION AGREEMENT
FOR HOUSING CLASS C MISDEMEANOR PRISONERS
FOR BUDGET YEAR 2020-2021**

This Agreement is made by and entered into between Johnson County, Texas (hereinafter "County") a duly organized political subdivision of the State of Texas engaged in the administration of County Government and related services for the benefit of the citizens of the County and the City of Joshua, Texas (hereinafter "City"), a municipal corporation operating pursuant to the laws of the State of Texas and located in Johnson County.

WHEREAS, County and City desire to improve the efficiency and effectiveness of local governments by authorizing the intergovernmental contracting authority at the local level for all or part of the functions and services of police protection and detention services; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes city and county governments within the State of Texas to contract with one another for the provision of various governmental functions and the delivery of various governmental services; and

WHEREAS, County and City mutually desire to enter into an Agreement for the housing of certain prisoners.

NOW THEREFORE, for the mutual consideration herein stated, County and City agree as follows:

**SECTION 1.
FACILITIES**

1.1 **In General.** County represents and warrants that the facilities provided for

detention of City prisoners meet the requirements of the Texas Commission on Jail Standards, and other applicable State and Federal law.

- 1.2 **Location and Operation of Facility.** County shall provide the detention services described herein at the Johnson County Jail in Cleburne, Texas. County will provide City and its Police Department with access to and use of the County Jail facilities for the holding and incarceration of City's prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors, including, but not limited to, adequate personnel necessary to supervise City prisoners, clothing, food, medical attention, and other appropriate necessities with respect to that number of prisoners. County agrees to provide City with access to and use of these facilities and services so long as such facilities are available and meet the requirements of the Texas Commission on Jail Standards, subject to the termination rights provided for herein.

SECTION 2. GENERAL DUTIES OF COUNTY

- 2.1 **Class C Misdemeanor Only.** This Agreement shall apply only to City prisoners arrested for, awaiting disposition of, or convicted of Class C misdemeanors. Incarceration of all other City prisoners is provided for under other Interlocal Agreements or state statutes.
- 2.2 **Housing and Care of Prisoners.** County agrees to accept and provide for the secure custody, care, and safekeeping of prisoners of the City under this Agreement in accordance with state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. County shall provide housing, care, meals and routine medical services for such prisoners on the same basis as it provides for its own prisoners confined in its own jail.

SECTION 3. MEDICAL SERVICES

- 3.1 **Payment.** The per-day rate under this Agreement covers only routine services, such as on-site sick call (when provided by on-site staff) and non-prescription over the counter and routine drugs and medical supplies. The City shall pay the County an amount equal to the amount the County is required to expend for medical services other than those routine medical services provided for by the per-day rate. However, County shall notify City prior to incurring medical

expenses greater than two hundred fifty dollars (\$250.00) for any one prisoner.

- 3.2 **Excluded from Per-day Rate.** The per-day rate under this Agreement does not cover: 1) medical/health care services provided outside of the County's facility or by other than facility staff, 2) prescription drugs and treatments, 3) surgical or dental care, and 4) costs associated with any hospitalization of a prisoner.
- 3.3 **Prisoner Primarily Responsible for Costs.** Any prisoner having health insurance or prescription drug coverage shall be required to use such coverage for any medical care provided when he or she is incarcerated by the County. As required by Article 104.002 of the Code of Criminal Procedure, the prisoner shall be primarily responsible for the cost of his or her medical care, and shall be obligated to the entity incurring the cost of the medical care, unless the prisoner fully pays for the cost of services received.
- 3.4 **City to be Contacted.** When it becomes necessary for a prisoner to be hospitalized, the County shall contact the City through its Chief of Police or designated representative as soon as possible, to inform the City of the fact that the prisoner has been or is to be hospitalized and the nature of the illness or injury that has required the hospitalization. The County shall submit invoices for reimbursable medical services along with its regular monthly billings for detention services and such invoices shall be paid on the same terms as the regular monthly billings.
- 3.5 **Costs Billed to City.** It is understood and agreed that if the hospitalization of a prisoner is to be for a duration of more than 24-hours or the cost of medical care for hospitalization will or may, in the opinion of County or County's Sheriff, exceed \$2,000.00, the County has the right, after notification of the Chief of Police or his designee, to arrange for the hospital or health care provider to bill the City directly for the costs of the hospitalization and/or medical care rather than the County paying the costs and billing the same to the City. If the hospital or health care provider refuses to bill the City directly, the City shall reimburse the County in accordance with Section 3.1 of this agreement.
- 3.6 **Medical Information.** The City shall provide the County with medical information for all prisoners sought to be transferred to the County's facility under this agreement, including information regarding any special medication,

diet or exercise regiment applicable to each prisoner.

SECTION 4. TRANSPORTATION AND OFF-SITE SECURITY

- 4.1 **Transportation**. The City is solely responsible for transportation of the prisoner to and from the County's facility and to and from required court appearances, except as provided herein. The County agrees to provide non-ambulance transportation for prisoners to and from local off-site medical facilities as part of the services covered by the per-day rate. Ambulance transportation (including emergency flights, etc.) is not covered by the per-day rate and will be billed along with the regular monthly billing submitted to the City by the County.
- 4.2 **Stationary Guard**. The County will provide stationary guard services as requested or required by the circumstances or by law for a prisoner admitted or committed to an off-site medical facility. City shall compensate the County for the standard hourly rate of County personnel providing stationary guard, which shall be billed by the County along with the regular monthly billing for detention services.

SECTION 5. AVAILABLE JAIL SPACE

- 5.1 In the event that the County jail facility is at maximum capacity as a result of City or other prisoners, County reserves the right to require the removal or transfer of City's prisoners within eight hours after notice to City, in order to provide facilities for County prisoners, and County agrees to notify City as soon as possible when a City prisoner must be removed from County facilities because of capacity limits. In no event shall County be required to accept City's prisoners under the terms and conditions of this Agreement if the transfer of prisoners will cause County jail facilities to be in violation of the standards of the Texas Commission on Jail Standards. Nothing contained herein shall be construed to compel County to accept any prisoner if it would place County in violation of any law, regulation or court order; or if in the County Sheriff's opinion, it would create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and prisoners at the facility or result in possible violation of the constitutional rights of the prisoners housed at the facility.

SECTION 6. PAYMENTS

6.1 **Per-day Rate.** The per-day rate for detention services under this Agreement is \$50.71 per prisoner per day. A day shall constitute any time during a twenty-four (24) hour period. A portion of any day shall count as a day under this Agreement, except that the City may not be billed for two days when a prisoner is admitted after 6:00 p.m. and removed the following morning before 12:00 noon. In that situation, the County will bill for the day of arrival, but not for the day of departure. A day shall constitute any time during a twenty-four hour (24) period.

6.2 **Billing Procedure.** County shall submit an itemized invoice for the services provided each month to the City. Invoices will be submitted to the following by mail, facsimile transmission, or personal hand-delivery.

Name of City

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

6.3 **City Duties.** City shall make payment to County within thirty (30) days after receipt of the invoice. Payment shall be in the name of Johnson County, Texas, and shall be remitted to:

Hon. Roger Hannon (or his successor to office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of ten percent (10%) or the maximum legal rate applicable thereto which shall be a contractual obligation of the City under this Agreement.

SECTION 7.

TERM

- 7.1 **Term.** The term of this Agreement shall be from October 1, 2020 through September 30, 2021.

SECTION 8.

PRISONER SENTENCES

- 8.1 **Prisoner Sentences.** The County shall notify the City's Municipal Court of the confinement of persons incarcerated by the authority of the City. The County shall not be in charge of or responsible for the computation or processing of prisoners' time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computation and record keeping shall continue to be the responsibility of City. It shall be the responsibility of City to notify County of any discharge date for a prisoner.
- 8.2 **Arraignments and Release Procedure.** The County will release prisoners of City only when such release is specifically requested in writing by the Chief of Police of the City, or his designee, or the City's Municipal Judge. City's Municipal Judge shall be available generally for magistrations of prisoners during regular business hours, Monday through Friday and Saturday mornings until 11:00 a.m. Preferred hours for magistrations are as follows: Monday 6:00 p.m. until 9:00 p.m., Tuesday 4:00 p.m. until 6:00 p.m., Wednesday 5:00 p.m. until 8:00 p.m., Thursday and Friday 6:00 p.m. until 9:00 p.m., Saturday 8:00 a.m. until 11:00 a.m. It is contemplated that except in emergency situations, that City's Municipal Judge will not be requested or required to conduct magistrations in excess of once every 24 hour period.
- 8.3 **City Responsibilities.** City accepts all responsibility for the calculations and determinations set forth above and for giving County notice of the same. City will adhere to the requirements of the Texas Code of Criminal Procedure regarding prisoners.

SECTION 9.

CONFINEMENT PROCEDURES

- 9.1 **County Responsibilities.** The County shall notify the City's Municipal Court by facsimile once every 24 hours of all City prisoners in custody. This shall be done either

by sending copies of arrest reports or a list of prisoner names, date of birth, and charges. County shall be solely in charge of all control, techniques, sequences, procedures, means, and the coordination of all work performed under the terms and conditions of this Agreement in regard to the holding and incarceration of all properly delivered prisoners. The County shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligation of County stated in this agreement, and give all attention necessary for such proper supervision and direction. County will process all City prisoners through its identification procedures, and may, at its option, fingerprint and photograph all City prisoners booked into the County facility.

- 9.2 **City Responsibilities.** City agrees to bring with each prisoner delivered to the County facility all packets, jail cards, classification data and other information in the possession of City regarding each prisoner, and has the duty to advise County of any known dangerous propensities of each prisoner delivered to County.

SECTION 10. **LIAISON OFFICERS**

- 10.1 **County Officer.** The County shall designate a suitable officer or peace officer to act on behalf of the County Sheriff, to serve as "Liaison Officer" for County with and between County and City. The Sheriff of County, or his designated substitute, shall insure the performance of all duties and obligations of County herein stated; and shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, and shall provide immediate and direct supervision of all the County Sheriffs Office's employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement to the mutual benefit of County and City.
- 10.2 **City Officer.** City designates the City's Police Chief, or his designated substitute, to act on behalf of the City's Police Department, and to serve as "Liaison Officer" for City with and between County and City and its Police Department to ensure the performance of all duties and obligations of City herein stated, and shall devote sufficient time and attention to the execution of said duties on behalf of City in full compliance with the terms and conditions of this agreement, and shall provide

immediate and direct supervision of the City Police Department employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of City and County.

SECTION 11. LIABILITY

- 11.1 County agrees and accepts full responsibility for the acts, negligence, and/or omissions of all County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for County.
- 11.2 County agrees and accepts the duty and responsibility for the overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of County's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with City.
- 11.3 County understands and agrees that County, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of City.
- 11.4 City agrees and accepts full responsibility for the acts, negligence, and/or omissions of all City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and for those of all other persons doing work under this Agreement for City.
- 11.5 City agrees and accepts the duty and responsibility for overseeing of all safety orders, precautions, programs, and equipment necessary to the reasonable safety of City's employees, agents, contractors, subcontractors, and/or contract laborers, if any, and all other persons doing work under this Agreement with County.
- 11.6 City understands and agrees that City, its employees, servants, agents, and representatives shall not be and shall not represent themselves to be employees, servants, agents, and/or representatives of County.

SECTION 12. NOTICE

- 12.1 **In General.** Notice to either party shall be in writing, and may be hand-delivered, or sent postage-paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U. S. Mail

in case of mailing.

- 12.2 **To City.** The address for City for all purposes of this Agreement and for all notices hereunder shall be:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

With a copy to:

Name

Street Address or P. O. Box

City, State and Zip Code

Fax Number

Email Address

- 12.3 **To County.** The address for County for all purposes under this Agreement and for all notices hereunder shall be:

Hon. Roger Harmon (or his successor in office)
Johnson County Judge
Johnson County Courthouse
2 North Main Street
Cleburne, TX 76033

With copies to:

Hon. Bill Moore (or his successor in office)
Johnson County Attorney
Guinn Justice Center
204 South Buffalo Avenue, Suite 410
Cleburne, TX 76033

Adam King (or his successor in office)
Johnson County Sheriffs Office
1102 East Kilpatrick Street
Cleburne, TX 76031

SECTION 13. TERMINATION

- 13.1 This Agreement shall terminate at the end of the term listed in Section 7.1. In addition, this Agreement may be terminated by either party upon sixty (60) days written notice delivered to the other party at the offices specified herein. This Agreement will likewise terminate upon the happening of any event that renders performance hereunder by the County impracticable or impossible, such as severe damage to or destruction of the facility, or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the City's prisoners.
- 13.2 In the event of such termination by either party, County shall be compensated for all services performed to termination date, together with reimbursable expenses then due and authorized by this Agreement. In the event of such termination, should County be overcompensated for all services performed up to termination date, and/or be overcompensated for reimbursable expenses as authorized by this agreement, then City shall be reimbursed for all such over compensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

SECTION 14. MISCELLANEOUS PROVISIONS

- 14.1 **Amendments.** This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties approved by the County Commissioners Court and the City Council.
- 14.2 **Prior Agreements.** This Agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.
- 14.3 **Choice of Law and Venue.** The law which shall govern this Agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this Agreement are payable and to be performed in Cleburne, Johnson County, Texas, and venue of any dispute or matter arising under this Agreement shall lie in the District Court of Johnson County, Texas.

- 14.4 **Approvals.** The City Council of the City and the Commissioners Court of Johnson County in accordance with the Interlocal Cooperation Act must approve this Agreement.
- 14.5 **Funding Source.** In accordance with the Interlocal Cooperation Act, all amounts due under the Agreement are to be paid from current revenues of City. The signature of the City Manager or Mayor below certifies that there are sufficient funds from the current revenues available to the City to meet its obligations under this Agreement.
- 14.6 **Heading.** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- 14.7 **Binding Nature of Agreement.** This Agreement is contractual and is binding upon the parties hereto and their successors, assigns and representatives.
- 14.8 **Severability.** In the event that any portion this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 14.9 **Authority.** The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

Executed in duplicate originals, each of which shall have the full force and effect of an original.

CITY

Signature

Date: _____

Printed Name
City Manager or Mayor

Attest:

Signature

Date: _____

Printed Name
City Secretary

JOHNSON COUNTY

Roger Harmon, County Judge

Date: _____

Adam King, Sheriff

Date: _____

Attest:

Becky Ivey, County Clerk

Date: _____



City Council Agenda September 03, 2020

Agenda Item: C5

Minute Resolution (Action Item)

Agenda Description:

Discuss, consider and possible action on the Official Ballot of the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election; and authorize the Mayor to execute the Official Ballot.

Background Information:

The Texas Municipal League Intergovernmental Risk Pool is an Interlocal agency that provides Texas municipalities and other units of local government with a stable source of risk financing for workers' compensation, liability, and property protection. As a member of the Texas Municipal League Intergovernmental Risk Pool, The City is entitled to vote in Board of Trustees elections.

The Board of Trustees consists of nineteen members. There are four Trustee places to be voted on for this election. A brief biographic sketch of each candidate is provided on the ballot, which is attached.

Council may select one candidate for each Place. Officials on the ballot have been nominated to serve a six-year term.

Ballots must be properly signed and reach the office of the Secretary of the Board no later than September 30, 2020 to be counted.

Financial Information:

NA

City Contact and Recommendations:

Alice Holloway, City Secretary

Attachments:

TML Risk Pool Official Ballot

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

**Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194**

If the ballot is not signed, it will not be counted.

PLACE 1

- ☐ **Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

PLACE 2

- ☐ **Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.

- ☐ **John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

PLACE 3

- ☐ **George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriquez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.
- ☐ **Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.
- ☐ **Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

PLACE 4

- ☐ **Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.
- ☐ **Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two “Big Four” accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.
- ☐ **Kimberly Meisner**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meisner has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master’s degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.
- ☐ **Sean Overeynder**. City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity