



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, July 11, 2023 at 6:30 PM

212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CITIZEN'S COMMENTS

5. Consent Agenda

A. Financials

May

6. DISCUSSION ITEMS

A. Review and Reminder of Budget Workshop Calendar

7. CONSIDERATION AND POSSIBLE ACTION

A. Resolution #2023-06-04 - A RESOLUTION OF THE CITY OF EVERMAN, TEXAS PERMANENTLY CLOSING THE EVERMAN PUBLIC LIBRARY AND DECLARING CERTAIN CITY LIBRARY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE, DONATE, AND/OR DISPOSE OF IT IN ACCORDANCE WITH STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

B. Resolution #2023-06-05 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE FOREST HILL PUBLIC LIBRARY DISTRICT REGARDING THE PROVISION OF LIBRARY SERVICES; AND PROVIDING AN EFFECTIVE DATE

C. Resolution #2023-07-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOREST HILL, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF FOREST HILL, TEXAS AND THE CITY OF EVERMAN, TEXAS FOR ANIMAL CONTROL OFFICER SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution # 2023-07-02 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING A SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT WITH THE EVERMAN INDEPENDENT SCHOOL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

8. EXECUTIVE SESSION

9. CITY MANAGERS REPORT

10. MAYOR'S REPORT

11. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday July 7, 2023.

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members, including the presiding officer, will be physically present at the location noted above on this Agenda.

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A. Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B. Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C. Section 551.073 - Deliberation Regarding Prospective Gift.
- D. Section 551.074 - Personnel Matters.
- E. Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F. Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2023-06-04

A RESOLUTION OF THE CITY OF EVERMAN, TEXAS PERMANENTLY CLOSING THE EVERMAN PUBLIC LIBRARY AND DECLARING CERTAIN CITY LIBRARY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE, DONATE, AND/OR DISPOSE OF IT IN ACCORDANCE WITH STATE LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City invests substantial city resources in funding and operating the Everman Public Library; and

WHEREAS, in the last ten years, the Everman Public Library has issued a total of approximately 327 library cards and has, within the last year, had a total of approximately 90 books or other media checked out by residents of the City; and

WHEREAS, the level of community use of the Everman Public Library does not fiscally support continued use of taxpayer dollars to fund its continued operation when there are other available options for providing library resources and services to Everman residents at a fraction of the cost; and

WHEREAS, the City Council has authorized an interlocal cooperation agreement with the Forest Hill Public Library District to provide library services to the residents of Everman, which would allow for the permanent closure of the Everman Public Library; and

WHEREAS, the City Council has determined that permanently closing the Everman Public Library is in the best interest of the City of Everman; and

WHEREAS, in view of the closure of the Everman Public Library, certain of the City’s personal property situated at the library, consisting of books, audio/video media (DVDs, blu-rays, etc.), bookshelves, shelving, furniture and related items (the “Library Property”);

WHEREAS, the Library Property is not currently needed by the City and the City no longer has any foreseeable need or use for such property; and

WHEREAS, the City Council has determined that declaring this Library Property as surplus is in the best interest of the City of Everman.

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

SECTION 1. The City Council declares that effective _____, 2023, the Everman Public Library shall cease all operations and shall be permanently closed.

SECTION 2. The City Council further declares, upon the closure of the Everman Public Library, that certain of the City’s personal property situated at the library, consisting of books, audio/video media (DVDs, blu-rays, etc.), bookshelves, shelving, furniture and related items (the “Library Property”) shall be surplusage for city purposes and authorizes the City Manager or his designee to sell, trade, donate, and/or dispose of the Library Property according to law.

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Everman, Texas, this the ____ day of June 2023.

APPROVED:

RAY RICHADSON, MAYOR

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(061323vwtTM135480)

LIBRARY CONSOLIDATION

Section 7, Item A.

PUBLIC HEARING

The Everman City Council will be considering Resolutions that will close the Everman Public Library and partner with the Forest Hill Public Library District. These proposed Resolutions would achieve the following:

- Provide improved library services, programs, free classes, and more at no cost to our residents.
- Cost the City of Everman less than what is currently allocated for library operations.
- Still guarantee broadband computer access and citizen services at our city hall.
- Provide the City of Everman with much-needed staff in other areas, without costing the City of Everman any additional funding.
- Not require any increase in property taxes to maintain.
- Provide a space that could be utilized for other needs within the community, such as a Youth Activities Center, or other option that the City Council will have the discretion to do.
- Allow the City of Everman to focus increased funding in areas identified as “Critical Needs”, which include Street Improvements, Shared Paths, & Stormwater Improvements, while also working to reduce property tax rates.



TUES - JULY 11, 2023

6:30 PM

EVERMAN CIVIC CENTER

213 N RACE ST

CITY COUNCIL WANTS YOU TO WEIGH IN!

Must register to speak prior to the start of the meeting.

**CITY OF EVERMAN, TEXAS
RESOLUTION NO. 2023-06-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS,
AUTHORIZING AN INTERLOCAL COOPERATION AGREEMENT WITH THE FOREST
HILL PUBLIC LIBRARY DISTRICT REGARDING THE PROVISION OF LIBRARY
SERVICES; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Everman will be closing and ceasing operations of its Everman Public Library; and

WHEREAS, the Forest Hill Public Library District has agreed to provide library services to Everman’s residents pursuant to an interlocal cooperation agreement available to the parties in accordance with the authority granted to them under Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council of the City of Everman finds it to be in the public interest to enter to an agreement for library services with the Forest Hill Public Library District pursuant to the Interlocal Cooperation Act:

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

SECTION 1. The City Manager is hereby authorized to negotiate and sign on behalf of the City an Interlocal Cooperation Agreement for Library Services, in substantially the form of the agreement attached hereto and incorporated herein by this reference as Exhibit “A”, with the Forest Hill Public Library District for the provision of library services to the residents of the City of Everman.

SECTION 2. This resolution shall become effective immediately upon its approval.

PASSED AND APPROVED this the _____ day of June 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

APPROVED AS TO FORM:

Mindi Parks, City Secretary

John D. Oliver, Asst. City Attorney (TM135479)

EXHIBIT A

[Interlocal Cooperation Agreement for Library Services]

STATE OF TEXAS § INTERLOCAL COOPERATION AGREEMENT
COUNTY OF DENTON § FOR LIBRARY SERVICES

This INTERLOCAL COOPERATION AGREEMENT FOR LIBRARY SERVICES ("Agreement") is made as of the Effective Date by and between the Forest Hill Public Library District, a Texas governmental entity created in accordance with Chapter 326 of the Texas Local Government Code ("Forest Hill Public Library District") and the City of Everman, a Texas home-rule municipality ("Everman"), (Forest Hill Public Library District and Everman may be collectively referred to herein as the "Parties" or separately as "Party").

RECITALS:

WHEREAS, Forest Hill Public Library District operations include the provision of public library services for City of Forest Hill residents; and

WHEREAS, Everman has recently made the decision to close and discontinue operation of its public library; and

WHEREAS, Everman has requested, and Forest Hill Public Library District has agreed, to provide library services for residents of Everman under the terms of this Agreement; and

WHEREAS, Forest Hill Public Library District and Everman intend to enter in this Agreement pursuant to the "Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, as amended;

NOW THEREFORE in consideration of the mutual agreements and covenants hereinafter contained and other and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, Forest Hill Public Library District and Everman hereby agree as follows:

Article I
Term

1.1 This Agreement shall commence on October 1, 2023 (the "Effective Date") and end on September 30, 2028 (the "Expiration Date"). The period from the Effective Date to the Expiration Date shall be referred to as the Initial Term.

1.2 This Agreement shall be extended for up to two (2) periods of five (5) year each on October 1, 2028, and October 1, 2033 (each a "Renewal Term"), unless terminated at an earlier date in accordance with the terms of this Agreement. (The Initial Term and all Renewal Terms shall be collectively referred to herein as "Term.")

Article II
Library Services

2.1 Forest Hill Public Library District agrees to provide public library services to

Everman residents who obtain a new or renewal Forest Hill Public Library District Library Card under the terms of this Agreement in the same manner as Forest Hill Public Library District provides to residents of the City of Forest Hill.

2.2 Forest Hill Public Library District agrees to issue non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals to Everman residents upon showing by said Everman residents of proper proof of residency in Everman, Texas, at no cost to the Everman resident. Valid proof of residency in Everman shall include a driver’s license, government-issued identification card or license, utility bill, or other documentation bearing a residential address located within Everman, Texas. Without requiring an amendment to this Agreement, Everman may from time to time approve or reject additional types of proof of residency by providing written notice to Forest Hill Public Library District.

**III.
Fees and Payments**

3.1 Everman shall pay Forest Hill Public Library District Twenty Thousand and No/100 (\$20,000.00) Dollars per year for the library services provided as set forth herein (the “Library Services Fee”). Forest Hill Public Library District shall have the option, annually, to review the Library Services Fee and provide notice in writing to Everman on or before March 1 of said year, of an adjustment in the amount of the Library Services Fee, not to exceed fifteen (15%) percent of the then-current Library Services Fee. Upon receipt of any such notice of exercise of the option to adjust the Library Services Fee, Everman shall have the right to terminate the Agreement by providing written notice of termination on or before September 1 of the same calendar year. If Everman does not terminate the Agreement, the adjusted Library Service Fee will become effective on October 1 of the same calendar year.

3.2 Forest Hill Public Library District shall submit an annual invoice to Everman not later than October 15 of each year indicating the applicable amount due for that annual billing period (October 1 of the current year through September 30 of the following year). Everman shall pay said invoiced amounts not later than thirty (30) days after receipt of the invoice, unless otherwise provided herein.

3.3 All payments herein shall be made from current revenues available to Everman. Forest Hill Public Library District acknowledges that this Agreement is subject to annual appropriation by Everman, and Everman agrees to use good faith efforts to secure through appropriations the funding agreed to for the services to be provided by Forest Hill Public Library District.

3.4 If Everman fails to timely pay Forest Hill Public Library District under this Agreement, Forest Hill Public Library District may temporarily suspend library services to Everman residents in accordance with the terms of this Agreement until payment is received.

**IV.
Records and Audit**

4.1 Forest Hill Public Library District shall keep a record of the number of all non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals issued to Everman residents by Forest Hill Public Library District under the terms of this Agreement, including the resident’s full name, full residential address, and date of issuance.

4.2 Everman, at Everman’s expense shall have the right to audit the records kept by Forest Hill Public Library District pursuant to Section 4.1 herein, during Forest Hill Public Library District’ regular business hours not earlier than five (5) days after delivery of notice to Forest Hill Public Library District requesting such audit.

4.3 Forest Hill Public Library District has determined that disclosure of records to Everman under Section 4.2 herein is reasonably necessary for the operation of the Forest Hill Public Library District Public Library and that said records are not confidential under other state or federal law. Everman hereby agrees to hold records obtained from Forest Hill Public Library District under Section 4.2 confidential unless disclosure is otherwise required by law.

**V.
Termination and Default**

This Agreement may be terminated by either Party at any time by providing one hundred and eighty (180) days’ notice to the other Party subject to the following:

- (a) If notice of termination is provided by Everman pursuant to this Section V, upon receipt of the notice of termination, Forest Hill Public Library District shall continue issuance of all non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals to Everman residents until the date of termination; and
- (b) If notice of termination is provided by Forest Hill Public Library District pursuant to this Section V, upon the date of termination, Forest Hill Public Library District shall continue to issue non-resident Forest Hill Public Library District Library Cards and non-resident Forest Hill Public Library District Library Card renewals and provide library services to Everman residents through the end of the then current term unless Everman notifies Forest Hill Public Library District otherwise.

Notwithstanding termination of this Agreement pursuant to this Section V, Forest Hill Public Library District shall continue to provide library services to each Everman resident who was issued a Forest Hill Public Library District Library Card prior to the date of termination until said Everman resident’s card expires.

**VI.
Miscellaneous.**

6.1 **Force Majeure.** If the performance of any provision of this Agreement by either Party is delayed by reason of war, civil commotion, act of God, governmental restrictions, regulations or interferences, fire or other casualty, court injunction, or any circumstances which are reasonably beyond the control of the Party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such Party was delayed.

6.2 **Contractual Relationship.** The relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship among the Parties. Each party hereto is an independent governmental entity acting pursuant to the state laws and local ordinances regulating its conduct, and the execution of this Agreement shall not be deemed a waiver of the governmental, sovereign, or official immunity afforded by law to the Parties, either individually or collectively, and by execution of this Agreement the Parties make no representations regarding the validity of the actions taken by the other Party hereto.

6.3 **Complete Agreement.** This Agreement embodies the entire agreement of the Parties relating to the subject matter expressly set forth herein, supersedes all prior understandings and agreements regarding such subject matter, and may be amended, modified, or supplemented only by an instrument or instruments in writing executed by all the Parties.

6.4 **Captions.** The captions, headings, and arrangements used in this Agreement are for convenience only and shall not in any way affect, limit, amplify, or modify its terms and provision.

6.5 **Governing Law and Venue.** This Agreement and all agreements entered into in connection with the transactions contemplated by this Agreement are, and will be, executed and delivered, and are intended to be performed in the County of Tarrant, State of Texas, and the laws of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. In the event of litigation between the Parties hereto, their successors or assigns, regarding this Agreement and any subsequent supplementary agreements or amendments, venue shall lie exclusively in Tarrant County, Texas.

6.6 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal or unenforceable provision(s) to carry out as near as possible the original intent of the Parties.

6.7 **Further Assurances.** Each Party agree to perform any further acts and to sign and

deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.8 **Notice.** Whenever this Agreement requires or permits any consent, approval, notice, request, proposal, or demand from one Party to another, the content, approval, notice, request, proposal, or demand must be in writing to be effective and shall be delivered to the Party intended to receive it at the address(es) shown below:

If to Forest Hill Public Library District: Forest Hill Public Library District
Attn: Director Michael Hardrick
6962 Forest Hill Drive
Forest Hill, TX 76140

If to Everman: City of Everman
Attn: City Manager Craig Spencer
212 N. Race Street
Everman, TX 76140

6.9 **Effective Date.** This Agreement shall be binding on the Parties when signed by the authorized representatives of each Party.

6.10 **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall be deemed to constitute one and the same instrument.

6.11 **Recitals.** The recitals to this Agreement constitute a part of this Agreement.

(Signature page to follow)

Signed and Agreed this _____ day of _____, 2023.

Forest Hill Public Library District

By: _____
Michael Hardrick, Director

Signed and Agreed this _____ day of _____, 2023.

City of Everman, Texas

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney

RESOLUTION NO. 2023-07-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF EVERMAN, TEXAS AND THE CITY OF FOREST HILL, TEXAS FOR ANIMAL CONTROL OFFICER SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Everman currently does not have a qualified animal control officer; and

WHEREAS, the City of Forest Hill is able and willing to provide animal control officer services for the City of Everman on the terms and conditions set forth in the Agreement for Animal Control Officer Services attached hereto as Exhibit "A"; and

WHEREAS, the Interlocal Cooperation Act in Chapter 791 of the Texas Government Code authorizes this Agreement between the Cities of Everman and FOREST HILL; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Everman;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS;

SECTION 1. The Agreement for Animal Control Services with the City of Forest Hill, attached hereto and incorporated herein by this reference as Exhibit "A" is hereby approved and the City Manager is hereby authorized to execute the Agreement in substantially the form of said Exhibit "A" on behalf of the City of Everman.

SECTION 2. Should any sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof other than the part thereof decided to be unconstitutional, illegal, or invalid.

SECTION 3. This resolution shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY RESOLVED AND ADOPTED by the City Council of the City of Everman, Texas, on the 11th day of July, 2023.

CITY OF EVERMAN, TEXAS

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks; City Secretary

APPROVED AS TO FORM:

John Oliver, Asst. City Attorney

EXHIBIT "A"
INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES

THIS INTERLOCAL AGREEMENT FOR ANIMAL CONTROL OFFICER SERVICES (“Agreement”) is made and entered into by the City of Everman, Texas (“Everman”) and the City of Forest Hill, Texas (“Forest Hill”), both Texas home rule municipalities. (Everman and Forest Hill may hereafter be referred to collectively as “the Parties” or individually as “the Party”.)

RECITALS:

WHEREAS, Forest Hill is desirous of obtaining animal control officer services; and

WHEREAS, EVERMAN is desirous of furnishing these desired additional resources to Forest Hill, and

WHEREAS, the Parties hereto desire to enter into this Agreement to provide said resources at the highest level possible to Forest Hill in accordance with the terms and conditions set forth herein, and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder, and is in the best interest of each Party.

NOW THEREFORE, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the Parties agree to the following:

Section 1. Term: This Agreement shall be for a term commencing on July 11, 2023, and ending September 30, 2023, unless extended by agreement of the Parties or terminated earlier as provided herein.

Section 2. Scope of Services: Everman hereby agrees to provide Forest Hill the following services & personnel:

- a. **Daily Patrol Services:** Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m., Everman will provide daily Animal Control Officer (ACO) patrol service to Forest Hill. Everman shall have the ability to utilize the Forest Hill-designated Animal Control Vehicle and all related equipment as needed.
- b. **On-Call Services:** Everman will provide on-call Animal Control Officer (“ACO”) services to address non-routine matters such as aggressive animals and injured animals. All service calls shall be dispatched through Forest Hill’s Police Department directly to Everman. The Everman ACO shall respond to any such call from Forest Hill within 45 minutes.

- c. **Monthly Reports:** Everman will deliver a written report to Forest Hill’s Police Department no later than 12:00 p.m. on the 1st Monday of each month. The report shall summarize all activity within Forest Hill performed or observed by the Everman ACO during the previous on-call period.

- d. **Impoundment and Boarding:** The Everman ACO is authorized to capture and impound any animal in accordance with applicable state law and local ordinances which the Everman ACO believes to be in violation of any provision of the Forest Hill Code of Ordinances or state law. The boarding of all animals impounded for Forest Hill shall occur pursuant to Forest Hill’s contract with the City of Everman relating to use of City of Everman Animal Services Facilities and shall be subject to the following:
 - (1) If, by identification tag, the owner of an impounded animal can be identified, the Everman ACO will make a reasonable attempt to return the animal to its home and notify the owner of any violations witnessed by the Everman ACO; and

 - (2) Any animal, whether licensed or unlicensed, which in the professional judgment of Everman and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, which appears to have rabies, and/or which is at large and posing an imminent danger to human beings or to other animals, may be destroyed by the Everman ACO on scene in a humane manner.

Section 3. Forest Hill’s Fees: Forest Hill agrees to pay the following fees for Everman’s services provided under this Agreement:

- a. **Daily Patrol Service Charges:** For daily patrol services, Forest Hill agrees to pay one-thousand four hundred (\$1,400.00) weekly for the period from July 12, 2023, through September 30, 2023.

Section 4. Termination:

- a. **Termination at Will:** This Agreement may be terminated at any time by either Party by giving written notice to the other Party not less than thirty (30) days prior to the proposed date of termination. In the event of termination pursuant to this Section 4.a., Everman will be compensated for all services performed up to the termination date, together with any payments then due and as authorized by this Agreement.

- b. **Termination for Non-Payment:** If Forest Hill fails to make payment to Everman within thirty (30) days after the receipt of invoice for amounts due pursuant to this Agreement, Everman may suspend services to Forest Hill on a date identified in a written notice delivered to the Forest Hill City Manager and Chief of Police, which date shall not be earlier than the fifth (5th) day following delivery of said notice.

- c. **Termination for Everman Non-Performance:** Forest Hill’s recourse for failure of Everman to furnish any services under this Agreement will be the right to make a mutually agreed upon, proportionate reduction in the fee to be paid or to terminate this Agreement by giving notice not later than five (5) days prior to the date of termination established by Forest Hill in the notice.

Section 5. Notices and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

If to Everman:

Everman City Manager
 212 N. Race Street
 Everman, Texas 76140

If to Forest Hill:

Forest Hill Manager
 3219 E. California Parkway
 Forest Hill, Texas 76140

Section 6. Jurisdiction: Forest Hill grants full and complete authorization and jurisdiction to Everman for all services provided by Everman pursuant to this Agreement. Said jurisdiction shall apply to Forest Hill’s incorporated limits.

Section 7. Governing Law; Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any legal dispute arising between the Parties pursuant to this Agreement shall be in a state court in Tarrant County, Texas. Without waiving any immunities or other legal defenses, the Parties agree to submit to the subject matter and personal jurisdiction of said court(s).

Section 8. Supervision/Certification: At all times during the term of this Agreement, the Everman ACO shall be under the supervision and control of a representative of Everman. Everman warrants, represents, and agrees that the Everman ACO shall be certified and/or licensed as required by applicable State law in the ACO’s areas of expertise to carry out the ACO’s duties.

Section 9. Independent Contractor. It is understood and agreed by and between the Parties that Everman, in performing the services and other obligations pursuant to this Agreement, is acting independently, and that Forest Hill assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Everman and its officers and employees pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Forest Hill. In supervising the performance of its employees, Everman shall at all times have exclusive control of the manner and means by which the services provided pursuant to this Agreement are to be performed.

Section 10. Indemnification: To the extent allowed by law, Everman agrees to indemnify and hold harmless Forest Hill and its Officers, employees and agents from and against any and all claims for damages, personal injury and/or death that may be asserted against Forest Hill arising from the intentional or negligent acts of omissions of Everman, its officers, employees, and agents, save and except the extent such damages, injury, or death are the result of acts or omissions of Forest Hill, its officers, or employees. The foregoing notwithstanding, the Parties reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to the Parties. The provisions of this indemnification agreement are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 11. Insurance:

A. Everman shall during the term of this Agreement maintain in full force and effect the following insurance:

(i) A commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Everman’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage;

(ii) An automobile liability insurance policy covering any vehicles owned and/or operated by Everman, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

(iii) Statutory Worker’s Compensation Insurance at the statutory limits and Employers Liability covering all Everman’s employees, if any, involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Forest Hill, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance);

(ii) Provide for at least thirty (30) days prior written notice to Forest Hill for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against Forest Hill for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability Insurance).

C. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be delivered to Forest Hill prior to commencement of services.

Section 12. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

Section 13. Assignment. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. In the event of an assignment by one Party to which the other Party has consented, the assignee shall agree in writing to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Section 14. Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

Section 15. Amendments. This Agreement may be amended only by the mutual written agreement of the Parties.

Section 16. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Section 17. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

Section 18. Force Majeure. The performance of a Party shall be subject to any event of Force Majeure, but only for so long as the event reasonably prevents the Party’s performance, and then only if the Party not performing as a result of the event of Force Majeure provides written notice to the other Party not later than two (2) business days after the onset of the event. For purposes of this Agreement, “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such Party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

Section 19. Attorney Fees. The Parties expressly covenant and agree that in the event of any litigation arising between the Parties to this Agreement, that each Party shall be solely responsible for payment of its attorneys and that in no event shall either Party be responsible for the other Party's attorney's fees regardless of the outcome of the litigation.

Section 20. Effective Date. This Agreement shall be effective on the date it is signed by authorized representatives by the Parties.

(Signatures on Following Page)

SIGNED AND AGREED this _____ day of _____, 2023.

City of Everman, Texas

By: _____
Craig Spencer, City Manager

ATTEST:

Mindi Parks, City Secretary

APPROVED:

John D. Oliver, Asst. City Attorney

SIGNED AND AGREED this _____ day of _____, 2023.

City of Forest Hill, Texas

By: _____
Venus Wehle, Interim City Manager

ATTEST:

Amy Anderson, City Secretary

APPROVED:

Courtney Goodman-Morris, Asst. City Attorney

CITY OF EVERMAN, TEXAS

RESOLUTION NO. 2023-07-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EVERMAN, TEXAS, AUTHORIZING A SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT WITH THE EVERMAN INDEPENDENT SCHOOL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes political subdivisions to contract with each other to facilitate the governmental functions and services of said political subdivisions; and

WHEREAS, the City of Everman ("City") and Everman Independent School District ("EISD") are local governments with the authority to enter into interlocal agreements pursuant to the Act; and

WHEREAS, the District desires that City provide a dedicated telecommunicator (dispatcher) and twelve armed school resource officers ("SROs") to District campuses pursuant to an interlocal agreement that establishes the duties, responsibilities, and obligations of the City and EISD with respect to the operation of a program (the "SRO Program"); and

WHEREAS, City Administration has negotiated an interlocal agreement with EISD regarding the SRO program; and

WHEREAS, the City Council of the City of Everman, Texas, finds it to be in the public interest to authorize the City Manager to execute such interlocal agreement.

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

SECTION 1. The City Manager is hereby authorized to sign on behalf of the City the Interlocal Agreement with the Everman Independent School District relating to the SRO Program, the terms of which shall be substantially as set forth in the agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall be effective immediately upon its approval.

PASSED AND APPROVED this the 18th day of July 2023.

APPROVED:

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

APPROVED AS TO FORM:

John D. Oliver, Asst. City Attorney
(062523vwtTM133504)

EXHIBIT A
[Interlocal Agreement for Dedicated Telecommunicator and 12 SROs with EISD]

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

INTERLOCAL AGREEMENT

In consideration of the mutual covenants, promises and agreements contained herein, this agreement is made and entered into between the City of Everman, a home rule municipal corporation of the State of Texas, located within Tarrant County, Texas (hereinafter referred to as “City,”) acting by and through Craig Spencer, its duly authorized City Manager, and the Everman Independent School District, a political subdivision of the State of Texas located in Tarrant County and a legally constituted Independent School District (hereinafter referred to as “District,”) acting by and through Dr. Curtis Amos, its duly authorized Superintendent.

RECITALS

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Government Code, authorizes local governments to contract with one another for the performance of governmental functions and services, and

WHEREAS, the City and the District desire to enter into an agreement for the purpose of providing police services to the District by the City, as hereinafter set out in the body of this agreement.

NOW, THEREFORE, City and District do hereby contract, agree, and covenant for good and valuable consideration the mutual promises and agreements made in the body of this agreement, as follows:

AGREEMENT

I.

District covenants and agrees to fully cooperate with the City of Everman in the implementation of this agreement and both parties agree that during the term of this contract City shall provide one (1) dedicated full-time telecommunicator (dispatcher) and twelve (12) School Resource Officers assigned by District to various school campuses and facilities within the District and to be present during regular school hours (hereinafter “SRO” or “SRO’s”). Each SRO shall be an armed security officer meeting the requirements of Section 37.0814 of the Texas Education Code. District agrees to the annual contract price of \$1,399,268.20 (“Annual Contract Price”) which allows City to recoup direct costs incurred as a result of this interlocal agreement, including personnel costs incurred by the City on this project, which will include, but may not be limited to base pay, overtime if warranted, bilingual pay, FLSA, court attendance costs, Medicare, workers compensation insurance, group health insurance, training and certificates, vehicle costs and retirement.

II.

It is understood and agreed that District shall remit funds to the City in a timely manner following receipt of an official invoice. Invoices shall be provided on a monthly basis and shall be based upon a \$1,399,268.20 per year contract price, billed evenly in twelve monthly invoices of \$116,605.68. City and District agree that should City be unable, in any month, to provide the 1 dedicated dispatcher and 12 SRO's, the invoice for said month will be reduced by \$8,969.67 per position the City is unable to provide per month. As an example, if City, due to personnel availability, is only able to provide one dedicated dispatcher and 11 SRO's during one month, the monthly invoice for that month will be \$107,636.01 (\$116,605.68 - \$8,969.67).

III.

The term of this agreement is for a period beginning on August 1, 2023 and ending on July 31, 2024.

IV.

It is understood and agreed by the parties that the City will employ the SROs, with one SRO to serve at each of twelve (12) district campuses. The parties acknowledge that for district campuses located outside of the City of Everman, the SRO's jurisdiction over certain offenses committed outside of the City of Everman is limited by the Texas Code of Criminal Procedure.

V.

This agreement may be terminated by either party, in whole or in part, at any time and for any reason, upon written notice to the other party. Such written notice shall specify to what extent the work under the agreement is being terminated and the effective date of the termination. Within thirty (30) days after the effective date of such termination, City shall forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within sixty (60) days after the date of such invoice.

VI.

District and City covenant and agree that in the event either party fails to comply with, or breaches, any of the terms and provisions of this agreement, the non-breaching party shall provide written notice of breach to the breaching party as soon as reasonably possible. If the breaching party fails to cure or correct such breaches within a reasonable time following receipt of notice, such reasonable time not to exceed fifteen (15) days, the non-breaching party shall have the right to declare this agreement immediately terminated, and neither party shall have further responsibility or liability hereunder.

VII.

District covenants and agrees to fully cooperate with the City in monitoring the effectiveness of the services and work to be performed with the District under this agreement, and City shall have access at all reasonable hours and after reasonable notice to offices and records of the District, its officers, members, agents, employees, and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Educational Rights and Privacy Act (FERPA). In this connection, it is specifically agreed and understood that the City and the SRO's will at all times comply with FERPA and the regulations thereunder and will not use education records (as that phrase is defined in District policy FL (Legal) and FERPA) or the information contained therein in connection with their police activities and duties without first obtaining the consents or authorizations required by FERPA. District policies FL (Legal) and FL (Local) are available at the District's website or copies will be made available to the City upon request.

VIII.

City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of the District.

IX.

City agrees that the dedicated telecommunicator (dispatcher) and the SROs shall be assigned by and/or responsible to the Everman Police Department but shall work directly with District administrators. If the District's Superintendent or a campus Principal is not satisfied with the performance of the dispatcher or any SRO assigned to his or her campus, the District's Superintendent may ask the City to replace the dedicated dispatcher and/or the SRO, and the City will make every reasonable effort to do so. The SRO's will not regularly be assigned additional police duties. The City reserves the right; however, to reassign the SRO temporarily in the event of an emergency or when other circumstances require an enhanced police presence elsewhere in the City and school is not in session. City shall provide all law enforcement training and certification, vehicle and police equipment provided to all police officers employed by the City. City shall coordinate assignments and duty hours with District. If necessary to handle unplanned absences of the designated SRO, an officer from a different unit may be temporarily assigned to provide coverage, but the Department is not required to do so.

X.

The City shall in no way nor under any circumstances be responsible for any property belonging to District, its officers, members, agents, employees, subcontractors, program participants, licensees or invitees, which may be lost, stolen, destroyed or in any way damaged.

To the extent allowed by law, the District does hereby agree to waive all claims against, release, and hold harmless the City and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may

arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

To the extent allowed by law, the City does hereby agree to waive all claims against, release, and hold harmless the District and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.

It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's own employees, officials, officers, and agents. The Parties hereby agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

Nothing in this Agreement shall be construed as conferring any rights or benefits to any third party who is not a party to this Agreement. Neither City nor District shall be responsible under the doctrine of respondent superior for the acts and omissions of officers, members, agents, servants, employees, or trustees of the other. Nothing in this agreement shall waive any statutory or common-law immunity or defense of City or District.

XI.

City and District covenant that neither they nor any of their officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this contract shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

XII.

City and District, in the execution, performance or attempted performance of this contract and agreement will not discriminate against any person or persons because of sex, race, religion, color or national origin, not will they permit their agents, employees, subcontractors or program participants to engage in such discrimination.

XIII.

The provisions of this agreement are severable and if for any reason a clause, sentence, paragraph or other part of this agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect with the invalid provision.

XIV.

The failure of the City or District to insist upon the performance of any term or provision of this agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment to any extent of City's or District's right to assert or rely upon any such term or right on any future occasion.

XV.

Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this contract and agreement, venue for said action shall lie in the state District Courts of Tarrant County, Texas.

XVI.

The governing bodies of City and District have approved the execution of this agreement, and the persons signing have been duly authorized by the governing bodies of the City and District to sign this agreement on behalf of the governing bodies.

XVII.

This written instrument constitutes the entire agreement by the parties hereto concerning the work and services to be performed hereunder, and any prior or contemporaneous, oral or written agreement which purports to vary from the terms hereof shall be void.

XVIII.

Notices to District shall be deemed given when delivered in person to the District's Superintendent, or the next business day after the mailing of said notice addressed to said District by United States mail, certified or registered mail, return receipt requested, and postage paid at 608 Townley Drive, Everman, Texas 76140.

Notices to City shall be deemed given when delivered in person to the City Manager of the City, or the next business day after the mailing of said notice addressed to said City by United States mail, certified or registered mail, return receipt requested, and postage paid at 212 North Race Street, Everman, Texas 76140.

XIX.

The City and the District agree that any use of body-worn cameras ("BWC") by City officers will be subject to and in compliance with state law and local regulations regarding their use and operation. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use on campus. When utilizing BWCs, the officer shall adhere to the objectives and procedures outlined in this Agreement and the City's Police Department General Orders to maximize the effectiveness of the BWC and the integrity of the video documentation.

The City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the officer’s knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City’s officers may be considered “law enforcement records” under FERPA and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

EXECUTED this 18th day of July 2023 by the City of Everman.

CITY OF EVERMAN

By: _____
Craig Spencer
City Manager

EXECUTED this _____ day of _____, 2023 by the Everman Independent School District.

EVERMAN INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
John D. Oliver, Asst. City Attorney

By: _____
District Attorney

Date: _____

Date: _____

800542