



TOWN COUNCIL REGULAR MEETING

Monday, December 19, 2022 at 6:00 PM
Fulton Council Chambers, 201 N. 7th Street

AGENDA

CALL TO ORDER

PLEDGE OF ALLEGIANCE – U.S. Flag and Texas Flag

OBSERVE A MOMENT OF SILENCE/PRAAYER

CITIZENS TO BE HEARD (PUBLIC FORUM)

Public participation is valued and at this time, comments limited to three (3) minutes will be taken from the audience from persons who have signed the Speaker's Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker's Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.

CONSENT AGENDA

All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 1. Discuss/Approve/Disapprove** minutes of the Regular Meeting held on November 21, 2022.
- 2. Discuss/Approve/Disapprove** the September and October 2022 financials

ITEMS FOR CONSIDERATION

- 3.** Hear a presentation from Craig Karonka with LCR Total Transport, LLC regarding the GLO 20-065-054-C164 project.
- 4. Discuss/Approve/Disapprove** request for use of roads from Jen Thomasson, Tournament Director, for the 23rd Annual Babes on the Bay Fishing Tournament.
- 5. Discuss/Approve/Disapprove** Interlocal Cooperation Agreement Between Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and the Aransas County Independent School District for Juvenile Case Management Services.

- 6. Discuss/Approve/Disapprove** Ordinance No. 212-A, an Ordinance relating to removal of pet waste; providing a penalty, providing for publication; repealing ordinances in conflict and providing for severance.
- 7. Discuss/Approve/Disapprove** changing of the date of the January 2, 2023, meeting to January 3, 2023, due to the holiday.

CLOSED SESSION

The Town Council may elect to go into closed session pursuant to Chapter 551, Government Code on any Agenda item where appropriate and particularly Sections 551.071 (consultation with attorney) and 551.074 (personnel matters), Government Code.

OPEN SESSION

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

ANNOUNCEMENTS

- 8.** Mayor's Update.
- 9.** The next Regular Fulton Town Council Meeting will be held Tuesday, January 3, 2023, beginning at 6:00 pm.

EXECUTIVE SESSION - PUBLIC NOTICE is given that the Town Council may elect to go into executive session at any time during the meeting in order to discuss any matters listed on the agenda when authorized by the Open Meetings Act, Chapter 551, Texas Government Code. If the Council elects to go into executive session regarding an agenda item, the section or sections of the Open Meetings Act authorizing the executive session will be publicly announced by the Mayor. The Council may deliberate and take action in open session on any issue that may be discussed in executive session.

ADJOURNMENT

NOTICE

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/729-5533 or by email at citysec@fultontexas.org for further information. Braille Is Not Available. The Town of Fulton reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086.

CERTIFICATION

I certify that the above notice of meeting was posted at Town Hall, 201 N. Seventh Street, Fulton, Texas, on Thursday, December 15, 2022, at 4:00 p.m., and at the U.S. Post Office located at 301 Cactus Street, Fulton, Texas. I further certify that the following News Media were properly notified of this meeting as stated above: The Rockport Pilot.

/S/ Stephanie Garcia, City Secretary

TOWN OF FULTON
REGULAR MEETING MINUTES
Monday, November 21, 2022 @ 7:00 p.m.
Fulton Council Chambers, 201 N. 7th Street, Fulton, TX 78358

Present:

Kelli Cole, Mayor
 Robert Loflin, Alderman
 Mary Ann Pahmiyer, Alderwoman
 Chris Garis, Alderman
 Carl Biesenbach, Alderman
 Jayne Robertson, Alderwoman

Staff Present:

Stephanie Garcia, City Secretary
 Hal George, Town Attorney
 John Harrell, Chief of Police
 Joe Flores, Maintenance
 Steven Robertson, Comptroller

NOTICE is hereby given that the Fulton Town Council will hold a Regular Meeting on Monday, November 21, 2022, at 6:00 p.m. at the Fulton Town Council Chambers, 201 North Seventh Street, Fulton, Texas. The following subjects will be discussed to wit:

1. **CALL TO ORDER**
Mayor Cole called the meeting to order at 6:00 p.m.
2. **PLEDGE OF ALLEGIANCE –U.S. Flag and Texas Flag**
Mayor Cole led everyone in the pledges.
3. **OBSERVE A MOMENT OF SILENCE/PRAAYER**
Mayor Cole led everyone in a moment of silence.
4. **CITIZENS TO BE HEARD (PUBLIC FORUM)**
“Public participation is valued and at this time, comments limited to three (3) minutes will be taken from the persons who have signed the Speaker’s Card located on the table inside the Council Chambers and delivered to the City Secretary before the meeting begins. Written comments received by submission to the City Secretary in person or emailed to citysec@fultontexas.org by 3:00 p.m. on the day of the meeting, on any subject matter that is not on the agenda, will be read and summarized in the minutes of the meeting. Persons wishing to address the Council and who have registered using the Speaker’s Card will have up to three (3) minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender’s time to speak.”
No one came forward.

5. **PRESENTATION**

Commendation Award from Chief Harrell.

Chief Harrell introduced Town of Fulton employee Joe Flores. Chief Harrell informed the Council and audience that Mr. Flores found a wallet on Town property and it was successfully returned to the owner. Mr. Flores was recognized and thanked for his integrity and honesty.

6. **CONSENT AGENDA** – “All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.”

- A. **Discuss/Approve/Disapprove** minutes of the Regular Meeting held on October 3, 2022.
- B. **Discuss/Approve/Disapprove** Mayor Cole’s credit card statement.
- C. **Discuss/Approve/Disapprove** August 2022 financial reports.

Motion: *A motion was made by Chris Garis and seconded by Robert Loflin to approve the consent agenda item as presented. Motion carried unanimously.*

7. **ITEMS FOR CONSIDERATION:**

- A. Receive a report from Shelly Stuart, President/CEO, of the quarterly expenditures and activity for the HOT funds for the Rockport-Fulton Chamber of Commerce.

Mayor Cole introduced Beth Journey and Shelly Stuart with the Rockport-Fulton Chamber of Commerce. Mrs. Journey has been the interim President and Mrs. Stuart is the new incoming President. Mrs. Journey referenced the provided report and asked for questions. There were no questions at this time. She further discussed how Fulton is promoted with the HOT funds received by the Chamber of Commerce.

- B. **Discuss/Approve/Disapprove** the Rockport-Fulton Chamber of Commerce’s 2022 – 2023 Fulton Hotel Tax Proposed Budget.

Mayor Cole referenced the Rockport-Fulton Chamber of Commerce’s budget and asked for any questions. The Council did not have any questions. Mrs. Journey informed the Council that the full budget is in the annual report; however, it did not include the Town of Fulton’s portion which is what was presented tonight.

Motion: *A motion was made by Robert Loflin and seconded by Carl Biesenbach to approve the Rockport-Fulton Chamber of Commerce’s 2022 – 2023 Fulton Hotel Tax Proposed Budget as presented. Motion carried unanimously.*

- C. **Discuss/Approve/Disapprove** accepting the 2013 Chevrolet Tahoe gifted by Resolution of the City Council of Rockport Declaring Certain City Property Surplus and Authorizing the Disposition and Donation of said Property to Further a Public Purpose; and Establishing an Effective Date.

Mayor Cole informed the Council of the donation.

Motion: *A motion was made by Robert Loflin and seconded by Chris Garis to approve the acceptance of the 2013 Chevrolet Tahoe gifted by Resolution of the City Council of Rockport Declaring Certain City Property Surplus and Authorizing the Disposition and Donation of said Property to Further a Public Purpose; and Establishing an Effective Date. Motion carried unanimously.*

- D. **Discuss/Approve/Disapprove** Engagement Letter between Belt, Harris, Pechacek, Certified Public Accounts and the Town of Fulton for auditing services.

Mayor Cole reminded the Council that Beyer and Co. is retiring, and this is the company that purchased Beyer and Co. Steven Robertson gave additional information regarding the upcoming audit.

Motion: *A motion was made by Chris Garis and seconded by Carl Biesenbach to approve the Engagement Letter between Belt, Harris, Pechacek, Certified Public Accounts and the Town of Fulton for auditing services. Motion carried unanimously.*

- E. Discuss/Approve/Disapprove** Interlocal Cooperation Agreement Between Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and the Aransas County Independent School District for Juvenile Case Management Services.

Mayor Cole informed the Council that the City of Rockport was making last minutes changes; therefore, she would like to postpone this item until a future meeting.

Motion: *A motion was made by Chris Garis and seconded by Carl Biesenbach to postpone the approval of the Interlocal Cooperation Agreement Between Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and the Aransas County Independent School District for Juvenile Case Management Services. Motion carried unanimously.*

- F. Discuss/Approve/Disapprove** the Multi-Jurisdictional Interlocal Cooperating Agreement for the Application and Distribution of Disaster-Related Grant Funding.

Mayor Cole began informed the Council of the agreement. Chris Garis voiced concern regarding language in the agreement. Hal George, Town's attorney indicated that there is a 30-day cancellation clause within the agreement by all parties. It was noted that the Town was under an agreement with the County of Aransas previously and this is an updated agreement.

Motion: *A motion was made by Robert Loflin and seconded by Jayne Robertson to approve the Multi-Jurisdictional Interlocal Cooperating Agreement for the Application and Distribution of Disaster-Related Grant Funding. Motion carried unanimously.*

- G. Discuss/Approve/Disapprove** Ordinance No. 306, An Ordinance Relating to Office of Police Chief; Confirming the Appointment of Police Chief; Repealing Ordinances in Conflict and Providing for Severance.

Hal George explained that we are conforming with State law regarding the appointment of the Police Chief; therefore, an update to our Ordinance was necessary.

Motion: *A motion was made by Robert Loflin and seconded by Chris Garis to approve Ordinance No. 306, An Ordinance Relating to Office of Police Chief; Confirming the Appointment of Police Chief; Repealing Ordinances in Conflict and Providing for Severance. Motion carried unanimously.*

- H. Discuss/Approve/Disapprove** revisions to Section III of the Policy and Procedure Manual (Compensation and Benefits).

Mayor Cole informed the Council of the updates regarding changes to the policy to include our Police Chief and officer. Chris Garis inquired as to whether the policy could be updated regarding sick leave being withheld the first six months of employment. Mayor Cole indicated this is done because of a probation period for a new employee; however, the Mayor has the authority to override when needed. It was also noted new employees receive two personal days upon hire.

Motion: *A motion was made by Chris Garis and seconded by Maryann Pahmiyer to approve the revisions to Section III of the Policy and Procedure Manual (Compensation and Benefits). Motion carried unanimously.*

- I. **Discuss/Approve/Disapprove** Service Agreement between the Town of Fulton and Steven Robertson.

Motion: *A motion was made by Chris Garis and seconded by Carl Biesenbach to approve the Service Agreement between the Town of Fulton and Steven Robertson. Motion carried unanimously.*

- J. **Discuss/Approve/Disapprove** Service Agreement between the Town of Fulton and Kimberly McLain.

Chris Garis had a question regarding the bookkeeper receiving longevity pay. He suggested we update the policy to include contractors, when appropriate. There was discussion regarding same.

Motion: *A motion was made by Robert Loflin and seconded by Maryann Pahmiyer to approve the Service Agreement between the Town of Fulton and Kimberly McLain. Motion carried 4 yays, 1 nay.*

- K. **Discuss/Approve/Disapprove** revisions to Job Titles and Pay Ranges.

Mayor Cole indicated a revision to the Job Titles and Pay Ranges to include an administrative assistant for all departments.

Motion: *A motion was made by Robert Loflin and seconded by Chris Garis to approve the revisions to Job Titles and Pay Ranges. Motion carried unanimously.*

- L. **Discuss/Approve/Disapprove** revisions to Town of Fulton's organizational chart.

Mayor Cole indicated that the layout of the form has been revised to be clearer. Chris Garis suggested moving the coordinator and pier under the Mayor. There was discussion regarding same. It was noted that the chart would remain the same at this time.

Motion: *A motion was made by Chris Garis and seconded by Robert Loflin to approve the revisions to Town of Fulton's organizational chart. Motion carried unanimously.*

8. **CLOSED SESSION:**

Pursuant to Section 551.071, Government Code to deliberate potential litigation and Section 551.072, Government Code real estate matters.

Council did not convene into Closed Session.

9. **OPEN SESSION:**

Discuss/Approve/Disapprove any and all action necessary with regard to the preceding matter(s).

10. **ANNOUNCEMENTS**

A. Mayor's update. *Mayor had no new announcements.*

B. The next Regular Fulton Town Council Meeting will be held Monday, December 5, 2022, at the Fulton Town Hall beginning at 6:00 p.m.

Mayor Cole informed the Council of the date and time of the next meeting.

11. **ADJOURNMENT**

There being no further business, Mayor Cole entertained a motion to adjourn. A motion was made by Chris Garis that the meeting stand adjourned. Carl Biesenbach seconded. Motion carried unanimously.

Meeting adjourned at 6:21 p.m.

Kelli Cole, Mayor

Stephanie Garcia, City Secretary

Consent Agenda 2

(a copy will be available
For review at Town Hall)

LCR Total Transport, LLC
Construction Division
30691 Bartels Rd.
Bulverde, TX 78163



December 15, 2022

Town of Fulton Town Council
The Honorable Kelli Cole, Mayor
201 North 7th Street
Refugio, TX 78377

Dear Mayor Cole and members of the Council,

This letter is to inform you of the lengthy process taken to submit the first payment application for the Town of Fulton Roadway & Drainage Improvement Project, GLO No. 20-065-054-C164. From the outset, the Town had a strong interest in following the payment process to insure that LCR Total Transport, LLC, as the general contractor for the project, did not experience any lengthy, unnecessary delays in our monthly applications for payment. These types of projects have been notorious for lengthy payment processes because of the funding and the channels that are required to pass through to complete the process.

As of today, 12/15/2022, our initial payment application for work performed in October of 2022 has been resubmitted. It was initially submitted on 11/1/2022 (for October's work; no initial submission for November), and it was initially accepted by Hanson Professional Services and the Grant Works administrator on 11/15/2022. We were then informed on 11/16/2022 that the form required a breakdown of each line item's funding source, either "Flood & Drainage" or "Street Improvements." This was never pointed out to us as a necessity for our part of the application process. We specifically submitted a blank draw form on 10/21/2022 that we would be using as our monthly payment application to avoid the types of situations we ultimately found ourselves in. This line-item breakdown was not one of the initial changes requested by the grant administrator.

LCR Total Transport, LLC did not receive a full explanation or any clarity as to how each one of one hundred and eighty-two items was to be broken down "as required" until last week, on 12/7/2022. This information came from Hanson Professional Services. It has since taken several days to reformat and review all the changes and additions for October's as well as November's payment applications in the hopes that our payment applications would finally be accepted for processing as well as payment. I personally requested direction to this specific information but did receive it. The replies to my requests painted a picture of the processes but in my understanding, never gave me the information I requested.

The main purpose of this letter is simply to inform the Council of the delays in processing our initial payment applications. We hope this brings more transparency to the process to avoid future delays and continue with the shared goal of a successful project.

Sincerely,



Craig C. Karonka
Vice President

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ARANSAS COUNTY,
TEXAS, THE CITY OF ROCKPORT, TEXAS, THE TOWN OF FULTON, TEXAS, AND
THE ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT
FOR JUVENILE CASE MANAGEMENT SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered into by and between the **COUNTY OF ARANSAS, TEXAS** (“COUNTY”), the **CITY OF ROCKPORT, TEXAS** (“CITY”), and the **TOWN OF FULTON, TEXAS** (“TOWN”), and **ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT** (“DISTRICT”) with each sometimes referred to herein as a “Party” or collectively as the “Parties,” and each being political Subdivisions of the State of Texas, acting by and through its duly elected officials, under the terms, authority, and provisions of Chapter 791 of the Government Code of the State of Texas, which authorizes such agreements.

WHEREAS, pursuant to Article 45.056 of the Texas Code of Criminal Procedure, local authorities are authorized to employ juvenile case managers to assist the courts in administering juvenile dockets and ensuring the courts’ orders are followed in juvenile cases; and,

WHEREAS, for the past Ten (10) years, the Parties have collectively funded a Juvenile Case Manager to help children and their families in our communities; and,

WHEREAS, the governing bodies of the COUNTY, CITY, TOWN, and DISTRICT agreed to share the cost for a Juvenile Case Manager and most recently entered into that certain Interlocal Cooperation Agreement County, City, Town – ~~Dispatching Services~~ Juvenile Case Manager on August 18, 2016, which was effective on January 1, 2016; and;

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WHEREAS, the Parties desire to enter into a new Agreement as they find that there is a need for a second Juvenile Case Manager and to further update the terms and conditions of the arrangement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein stated, and in consideration of the benefits that will accrue to the Parties, the receipt and sufficiency of which is hereby acknowledged, Aransas County, Texas, the City of Rockport, Texas, the Town of Fulton, Texas, and Aransas County Independent School District agree to the following:

1. **Purpose.** The purpose of this Agreement is for the Parties to pool resources to ensure that each receives the benefits that come from have Juvenile Case Managers to work with local youth, which benefits all of the citizens of the COUNTY, the CITY, and the TOWN, in addition to the DISTRICT. This Interlocal Cooperation Agreement will result in an arrangement that will provide families with needed resources while decreasing costs and increasing convenience and efficiency for the Parties.
2. **Public Benefit.** The respective governing bodies of each Party finds that the subject of this Agreement is necessary for the benefit of the public; that each Party has the legal authority to perform the duties described herein; that the division of cost fairly compensates the performing Party or Parties, and the performance of this Agreement is in the common interest of all Parties.

Juvenile Case Managers
2022 Interlocal Cooperation Agreement

3. Juvenile Case Managers. Under this Agreement, the term “Juvenile Case Managers” means individuals who, among other things, monitor, screen, and assess juveniles that have been charged with criminal offenses. Juvenile Case Managers assist with providing services for juvenile offenders who are before courts and they perform job duties that include, but are not necessarily limited to:

- a. Maintain the highest level of confidentiality for juvenile offenders and their families;
- b. Manage and coordinate programs and activities designed to decrease juvenile crime and recidivism through crime prevention, counseling, and detention;
- c. Manage services and activities for juvenile offenders, maintain a list of community service opportunities, and conduct audits of juvenile matters;
- d. Develop, implement, and review goals, objectives, policies, and priorities for juvenile cases;
- e. Serve as a liaison between the courts, juvenile offenders, and parents;
- f. Provide individual assessments of juvenile offenders by considering the child’s home environment; the child’s developmental, psychological, and educational status; the child’s previous involvement in the justice system; and prepares recommendations and referrals to programs;
- g. Investigate and process complaints from juveniles and their families, public and private agencies, attorneys, judges, members of the public, and others, to resolve problems when possible;
- h. Upon request of the court, monitor juvenile attendance records and academic performance to encourage positive academic outcomes;
- i. Utilize computer software to process, retrieve, and disseminate information;
- j. Ensure compliance with State, federal, and local laws;
- k. Work with juvenile offenders and their families by providing them with needed services and information for the successful completion of probation;
- l. Conduct regular school, office, and home visits;
- m. Document all contacts and interactions with juveniles and their families;
- n. Participate in training programs to obtain and/or maintain certifications and to stay abreast with developments in the law.

4. Qualifications for Juvenile Case Manager(s): In order to qualify to apply for a position as a Juvenile Case Manager, the following requirements may include, but will not necessarily be limited to, the following:

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

- a. *Age Requirement.* Candidates must be at least Twenty-One (21) years old;
- b. *Driver's License.* Possession of a valid Texas Driver's License is required;
- c. *Pre-Hiring Requirements.* Must be able to pass a pre-hire background check, physical, and drug screening;
- d. *Communication and Computer Skills.* Oral and written communication is an integral part of this position. Candidates should be well versed in grammar, punctuation, and spelling. Computers are used regularly in performing job duties. Familiarity with computers and experience conducting research is required. A typing speed of at least thirty-five words per minute (35 wpm) is also required.
- e. *Minimum Education and Experience.* Juvenile Case Managers must have completed at least sixty (60) college credit hours, or possess an Associate's degree, from an accredited college or university while working toward a degree in Criminal Justice, Sociology, Psychology, Social Work, Education, or related fields of study. In lieu of college credit, employment, or volunteer experience in adult corrections, juvenile probation, and other types of community-based programs may be substituted.

Preferred Qualifications and Skills.

- f. *Preferred Education and Experience.* A Bachelor's degree in a Social or Behavioral Science such as Social Work, Sociology, Psychology, Counseling, Education, or Criminal Justice; and/or have (4) years of increasingly responsible experience in social services, community corrections, or juvenile services, included at least one (1) year of management experience such as lead or supervisor.
- g. *Preferred Licenses.* Preference may be given to those who possess a license for Social Worker (LSW); or Professional Counselor (LPC); or Marriage and Family Therapist.
- h. *Legal Knowledge.* Preference may be given to those who have knowledge and experience related to court and legal procedures, applicable laws and regulations, and legal research methods;
- i. *Language.* Bilingual (English and Spanish) candidates are preferred.

5. Term. This Agreement shall be in effect beginning on January 1, 2023, and ending on December 31, 2024 (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for two (2) successive one (1) year periods beginning on January 1, 2025 (the "Second Term") and on January 1, 2026 (the "Third Term") unless any Party terminates this Agreement by notifying the other Parties, in writing, of its desire to terminate this Agreement at least One Hundred and Eighty (180) days in advance of the scheduled renewal date. The term of this Agreement shall expire on December 31, 2026, unless terminated prior to that date or extended by the Parties.

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

6. Communications Annual Budget, Invoicing, and Pro Rata Share of Costs:

- a. *Number of Juvenile Case Managers.* The Parties agree that two (2) Juvenile Case Managers are needed to assist children and their families.
- b. *Budget/Annual Contributions.* In exchange Juvenile Case Managers to provide services for the Parties, the Parties agree to fund the Program as follows:

For 2023:

Entity	Percentage Share	Additional Expenses	Total Annual Contribution (not to exceed)
Aransas County	30% or up to \$43,000	\$7,000.00 for vehicle	\$50,000.00
City of Rockport	30% up to \$30,000		\$30,000.00
Town of Fulton	10% up to \$10,000		\$10,000.00
ACISD	30% up to \$30,000	\$7,000.00 for vehicle	\$37,000.00

For 2024 and Beyond:

Entity	Percentage Share	Additional Expenses	Total Annual Contribution (not to exceed)
Aransas County	30% or up to \$43,000		\$43,000.00
City of Rockport	30% up to \$30,000	**	\$30,000.00
Town of Fulton	10% up to \$10,000		\$10,000.00
ACISD	30% up to \$30,000		\$30,000.00

** *The City of Rockport has shared that it intends to include \$7,000.00 in its 2024 budget to assist with paying for vehicle(s).*

- c. *Budget Amendments.* Any amendments to the budget during the budget calendar year must be approved by all Four (4) Parties before any changes can be made to monthly invoices.
- d. *Vehicle.* The Parties understand that Juvenile Case Managers are often working outside of the office and need safe and reliable transportation. COUNTY and ACISD have agreed to contribute additional funds for 2023 to assist in acquiring another vehicle for the Program. As noted above, the City of Rockport has shared that it intends to include funds in the 2024 budget to help pay for said vehicles.
- e. *Invoices and Payments.* Invoices to the Parties shall be submitted by the 15th of each month for the prior month and payment must be made within thirty (30) days from the date of receipt of the invoice.
- f. *Pro Rata Share.* The costs associated with Juvenile Case Management Services shall be shared among the Parties on a pro rata basis. For the purposes of this Agreement, “Pro Rata Share” means the proportional share of costs based on the agreed upon figures described herein.

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

g. Calculation of Pro Rata Share. The Pro Rata Share for each Party shall be determined by reviewing total cost of the Program and dividing the costs for Juvenile Case Managers by the percentages listed herein, up to the maximum contribution listed for each Party.

7. Payments from Current Revenues and Notice of Non-Appropriation. Any Party paying for the performance of governmental functions or services must make those payments from current revenues. If at any time a Party fails to appropriate funds in amounts sufficient to pay or perform its obligations under this Agreement, such Party shall provide a minimum of thirty (30) days' notice of its failure to appropriate and, if applicable, its subsequent need to terminate this Agreement.

8. COUNTY Employee; No Joint Employment. The Parties agree that any Juvenile Case Manager hired under this agreement shall be an employee of COUNTY and as such, the hiring, firing, discipline, promotion, benefits, and duties shall fall to COUNTY. As COUNTY employees, they will be remunerated based on the payroll and benefits policies of COUNTY and required to comply with policies and procedures that apply to all COUNTY employees. No joint employment is created by this Agreement.

9. Labor and Employment Expenses. The Juvenile Case Managers shall be employees of the COUNTY. The COUNTY shall perform all necessary duties as the employer. COUNTY has a responsibility to request an increase in budget for these positions when costs for labor and employment increase in order to share such increased costs among the Parties (i.e. an increase in the COUNTY'S annual budget for such staffing does not result in an automatic increase in the amount of funds the CITY, TOWN, and DISTRICT contribute).

10. COUNTY'S Rights and Duties:

a. The COUNTY will invoice CITY, TOWN, and DISTRICT on a monthly basis for their Pro Rata Share of expenses for the Juvenile Case Managers;

b. The Juvenile Case Managers will be COUNTY employees and, as such, will have the sole responsibility for hiring, termination, discipline, promotion, conditions of employment, and all other matters related to such employment.

11. CITY'S Rights and Duties. COUNTY will invoice CITY on a monthly basis for their Pro Rata Share of expenses and the CITY will pay the invoices according to the terms set forth herein.

12. TOWN'S Rights and Duties. COUNTY will invoice TOWN on a monthly basis for their Pro Rata Share of expenses and the TOWN will pay the invoices according to the terms set forth herein.

13. DISTRICT'S Rights and Duties. COUNTY will invoice DISTRICT on a monthly basis for their Pro Rata Share of expenses and the DISTRICT will pay the invoices according to the terms set forth herein.

Juvenile Case Managers
2022 Interlocal Cooperation Agreement

14. Notices. Whenever a notice is required to be given in writing under the terms of this Agreement, such notices shall either be hand-delivered or mailed via certified mail, return receipt requested, to the Parties at the following addresses:

COUNTY:	County Judge 2840 HWY 35N <u>Bypass</u> Rockport, TX 78382	CITY:	City Manager 622 E. Market Street <u>2751 SH 35</u> Rockport, TX 78382
TOWN:	Mayor P.O. Box 1130 Fulton, TX 78358	DISTRICT:	School Board President P.O. Box 907 Rockport, TX 78381

Any Party may change the address for notices by giving written notice to the other Parties in the manner described herein. It shall be the duty of each entity’s representative to disseminate within their respective entity all notices, communications, and reports received from the other Parties.

15. Termination upon Default. Any Party may seek termination of this Agreement upon the default of another Party or Parties. Should default, as defined herein, occur, the Party or Parties affected by such default shall have the right to terminate this Agreement as of the Thirtieth (30th) day after the defaulting Party received written notice of such default. If it is possible to cure the default, the defaulting Party shall have thirty (30) days to cure default. Default shall occur if:

- a. COUNTY fails to employ Juvenile Case Managers or fails to observe and comply with the terms and conditions of this Agreement;
- b. If CITY, TOWN, or DISTRICT fails to timely remit payment for its respective Pro Rata share of expenses;
- c. If a Party is in default of this Agreement and it fails, without just cause and advance notice to the COUNTY, to pay the Subsidy contemplated in this Agreement pursuant to the terms herein, COUNTY shall provide notice to all Parties of such default. Upon notification from COUNTY, all Parties will schedule a meeting between authorized representatives for each Party within ten (10) days.
- d. In the event that the Parties find that this Agreement is no longer in the best interest of their constituents, the Parties may choose to terminate this Agreement and/or to renegotiate its terms.

16. Non-Wavier of Rights or Remedies. Failure of any Party to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on strict compliance and performance, to enforce this Agreement by any appropriate remedy, or to exercise any right or remedy occurring as a result of any other default or breach.

17. Requests for Information. Requests from one Party to another Party for information concerning this Agreement shall be honored in a timely manner and shall not require the submission of a formal Public Information Act request for open records.

18. Indemnification and Tort Claim Act:

a. To the extent allowed by law, the COUNTY agrees to promptly defend, indemnify, and hold the CITY, TOWN and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the COUNTY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

b. To the extent allowed by law, the CITY agrees to promptly defend, indemnify, and hold the COUNTY, TOWN, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the CITY, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

c. To the extent allowed by law, the TOWN agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and DISTRICT harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the TOWN, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

d. To the extent allowed by law, the DISTRICT agrees to promptly defend, indemnify, and hold the COUNTY, CITY, and TOWN harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to or the loss of property of any person; and or (b) the death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of or incident to, concerning or resulting from, the negligent or willful act or omission of the DISTRICT, its agents, officers, and/or employees in the performance of duties pursuant to this Agreement.

e. Nothing in this Agreement shall be construed to waive, partially or in full, any immunities the Parties may have under the Texas Tort Claim Act or other laws.

19. Non-Discrimination. The Parties covenant that (1) no person shall be excluded from participation in, denied the benefit of, or otherwise subjected to discrimination under the terms of this Agreement on the ground of race, color, age, sex, handicap, or national origin; and (2) in carrying out the terms and conditions of this Agreement, no person shall be subjected to discrimination on the grounds of race, color, age, sex, handicap, or national origin.

20. Interpretation of Law, Assignment, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No assignment of this agreement or any right accrued hereunder shall be made, in whole or in part, by any Party without the prior written consent of the other Parties. Venue shall be in Aransas County, Texas.

Juvenile Case Managers
2022 Interlocal Cooperation Agreement

21. Integration and Amendments. This Agreement constitutes the entire agreement between the Parties and may not be amended, altered, modified, or changed in any way, except in writing that is signed by the Parties, which specifically references this Agreement. There are no other agreements, representations, warranties, whether oral or written, regarding the subject matter of this Agreement. Any amendment to this Agreement shall be attached to this Agreement and all of the terms herein that are not specifically address in the amendment shall remain in full force and effect.

22. No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to confer upon any person or entity, other than the Parties hereto, any rights or remedies under the terms of this Agreement, except as expressly stated herein.

23. Severability. If any one or more of the sections, sentences, clauses, or parts of this Agreement be held invalid for any reason, the invalidity of such section, sentence, clause, or part shall not affect nor prejudice the applicability and validity of any other provision of this Agreement.

24. Bargaining. The Parties have each had the opportunity to seek independent legal counsel before entering into this Agreement. The language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

25. Counterparts. This Agreement may be executed in any number of counterparts and when each Party has signed and delivered to the other at least one (1) such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one (1) agreement; provided, however, this Agreement shall not be binding upon the Parties until signed by all Parties.

26. Authorization. The undersigned officers and/or agents of the respective Party hereto are the properly authorized officials of the Party and have the necessary authority to execute this Agreement on behalf of the Parties hereto. Each Party certifies by signing below that any necessary actions and resolutions extending such authority have been duly passed and approved and are currently in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year last written below.

PASSED AND APPROVED BY ARANSAS COUNTY COMMISSIONERS COURT
on the ____ day of _____, 2022.

ATTEST:

“COUNTY”
ARANSAS COUNTY:

Carrie Arrington, County Clerk

C.H. “Burt” Mills, Jr., County Judge

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

PASSED AND APPROVED BY ROCKPORT CITY COUNCIL on the ____ day of _____, 2022.

ATTEST:

“CITY”
CITY OF ROCKPORT:

Teresa Valdez, City Secretary

Lowell “Tim” Jayroe, Mayor

ADDITIONAL SIGNATURE ~~PAGE FOLLOWS~~ PAGES FOLLOW

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

PASSED AND APPROVED BY FULTON TOWN COUNCIL on the _____ day of _____, 2022.

ATTEST:

“TOWN”
TOWN OF FULTON:

Stephanie Garcia, Town Secretary

Kelli Cole, Mayor

ADDITIONAL SIGNATURE PAGE FOLLOWS

*Juvenile Case Managers
2022 Interlocal Cooperation Agreement*

PASSED AND APPROVED BY ARANSAS COUNTY INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES on the _____ day of _____, 2022.

ATTEST:

“DISTRICT”
Aransas County Independent School District

Bonni Randall, Secretary

Kenny Cruzan, President

ORDINANCE NO. 212-A**AN ORDINANCE
RELATING TO REMOVAL OF PET WASTE; PROVIDING A
PENALTY, PROVIDING FOR PUBLICATION; REPEALING ORDINANCES IN CONFLICT
AND PROVIDING FOR SEVERANCE**

WHEREAS, the Town Council (“Council”) of the Town of Fulton (“Fulton”) desires to establish this Ordinance to regulate the removal of pet waste within the limits of the Town of Fulton.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FULTON:

Section 1. Duty of person in control to remove and dispose of pet feces.

It shall be the duty of each person who owns, possesses, or controls a pet to remove and dispose of any feces left by his pet on any sidewalk, street or other public area. It shall further be the duty of each person who owns, possesses or controls a pet to remove and dispose of any feces left by his pet on any private property neither owned nor occupied by said person.

Section 2. Duty of person in control to carry tools for collection and disposal.

No person who owns, possesses, or controls the pet shall appear with the pet on any sidewalk, street or other public area without the means of removal of any feces left by such pet. Furthermore, no person who owns, possesses or controls such pet shall appear on any private property neither owned nor occupied by said person without the means of removal of any feces left by said pet.

Section 3. Method of collection and disposal.

The means of removal shall be any tool, implement, container or other device/carrier for the purpose of picking up and containing such feces, unexposed to the public. Disposal shall be accomplished by transporting such feces to a suitable depository.

Section 4. Exception for handicapped persons.

This section shall not apply to a pet accompanying a handicapped person who, by reason of his disability, is physically unable to comply with the requirements of this article.

Section 5. Enforcement and penalties.

Any person violating this section, if convicted, shall be guilty of a misdemeanor and punished by a fine not exceeding \$200.00; and if such violation be continued, each day's violation shall be a separate offense to be determined by Town Municipal Court.

Section 6. Repealing Ordinances.

Any ordinance, resolution or regulation in conflict with this Ordinance is hereby repealed.

ORDINANCE NO. 212-A

Section 7. Publication.

This Ordinance shall be published by publishing the caption thereof in the official newspaper with a statement the public may view the Ordinance in the Office of the City Secretary. This Ordinance shall be effective from and after the publication provided herein.

PASSED AND APPROVED this the _____ day of _____, 2022.

TOWN OF FULTON

Kelli Cole, Mayor

ATTEST:

Stephanie Garcia, City Secretary