



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 25, 2009

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrival
Mayor Carl Pickett	..	..	..	
Councilperson Dennis Beasley	..	..	..	
Councilperson Diane Huddleston	..	..	..	
Mayor Pro-Tem Mike McCarty	..	..	..	
Councilperson Al Simonson	..	..	..	
Councilperson Louie Potetz	..	..	..	
Councilperson Frank Jordan	..	..	..	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

V. CONSENT AGENDA

A. Council Action 2009-70

Consider Approval of an Interlocal Agreement with the Liberty Independent School District for a School Resource Officer.

- Attachment #1 - SRO Agreement 2009 (PDF)

B. Resolution 2009-11

Consider Approval of a Resolution Authorizing Submission of a Grant Application for the Edward Byrne Memorial JAG Grant, for New Technology Equipment.

VI. REGULAR AGENDA**A. Regular Session****1. Public Hearing 2009-1**

Proposed Budget for Fiscal Year 2009-2010.

2. Council Action 2009-71

Consider Postponement of Final Vote on the Fiscal Year 2009-2010 Budget Until September 8, 2009.

3. Public Hearing 2009-2

Proposed Tax Rate for Fiscal Year 2009-2010.

VII. WORK SESSION**A. Work Session 2009-9**

Discussion of Proposed Budget for Fiscal Year 2009-2010.

VIII. COUNCIL MEAL**IX. ADJOURNMENT**

Motion To: Adjourn

CERTIFICATION

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 20th day of August, 2009 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Dianne Tidwell, City Secretary

Notice given to The Vindicator, Liberty Gazette, and KSHN Radio.

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2009.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION 2009-70

DOC ID: 1403

Consider Approval of an Interlocal Agreement with the Liberty Independent School District for a School Resource Officer.

EXPLANATION:

This agreement is between the City of Liberty and the Liberty Independent School District for a school resource officer. This officer spends three-quarters of the year working with LISD and related functions, and one-quarter (summer and holidays) working at the Police Department. LISD reimburses the City \$50,000 annually for the officer's work at the school.

INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE OFFICER

This agreement ("Agreement") is made and entered into between the **City of Liberty**, a home rule municipal corporation of the State of Texas ("City"), acting by and through **Larry Shaw**, its duly authorized Interim City Manager, and the **Liberty Independent School District**, a political subdivision of the State of Texas located in Liberty County and a legally constituted Independent School District ("District"), acting by and through **Cynthia Lusignolo**, its duly authorized Superintendent.

RECITALS

This Agreement is made under the authority granted to the City and the District pursuant to the Texas Government Code, Chapter 791, known as the INTERLOCAL COOPERATION ACT.

WHEREAS, the citizens of Liberty and City's City Council have determined that the security of students is paramount; and

WHEREAS, District wishes to secure a School Resource Officer through which City provides school security to the Liberty ISD using a City police officer assigned to the District;

WHEREAS, in accordance with the Act, The City and the District recognize that any payments for the performance of governmental functions or services are from available current revenues.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein expressed, the parties agree as follows:

AGREEMENT

1.

City, through the City Manager and in conjunction with District personnel, shall assign a police officer to specific schools within the District to provide school security. The assigned officer shall work directly with the District's school superintendent and principals. The assigned officer shall have the School Security as his or her primary duty, and will not be regularly assigned additional police duties by the City's police department during the school year. City reserves the right, however, to reassign the officer 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, except for planning and preparation meetings with school staff. City shall coordinate assignment and duty hours with District to include a 40 hour work week, some of which may be assignment at events after school hours as requested by the District. If necessary to

handle unplanned absences at schools, an officer other than the School Resource Officer may be assigned temporarily to provide coverage for the School District.

2.

City shall provide all law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) provided to all City's police officers. District shall provide any radio equipment necessary to allow the assigned officers to communicate with District staff.

3.

The Liberty Police Department shall develop and maintain emergency response plans for every school within its jurisdiction. These plans shall be kept confidential within the Liberty Police Department for security purposes, but meetings shall be held with authorized representatives of District to provide relevant information and excerpts from the plan necessary for implementation. City's Chief of Police shall designate an officer to be responsible for maintenance and dissemination of these plans.

4.

District covenants and agrees to fully cooperate with the City of Liberty in the implementation of the placement of the School Resource Officer. However, during the school year, the weekly schedule as to covered campuses, hours, and attendance at events, shall be developed primarily to meet the needs of the District.

5.

District shall pay to City \$50,000.00 ("Contract Amount") for City's provision of a School Resource Officer. Such Contract Amount is based upon fixed expenditures for personnel costs of police officers assigned as School Resource Officer. The Contract amount represents 75% of all projected personnel costs incurred by the City for the police officer assigned as the School Resource Officer, which may include salary, insurance, SSAN, workers compensation, TMAS, unemployment insurance, uniform, gas, tires, oil, and training.

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.

The City and the District agree to consider the renewal of this Memorandum of Understanding during the month of June, 2010. If both the City and the District opt to renew this contract with the new cost projections, and/or other changes to the terms of this Memorandum of Understanding, the entities may do so. If either entity chooses not to continue the arrangement, the school resource officer will not return to work at the District at the beginning of school in the Fall of 2010, and the City of Liberty Police Department may employ the officer in another capacity at their expense, or terminate the officer's employment based on the Police Department's staffing needs, budgetary considerations, and policies.

6.

The term of this Agreement is for a period beginning on August 1, 2009, and ending on July 31, 2010.

7.

This Agreement may be terminated by either party hereto, for just cause, upon written notice to the other party. Just cause shall include: 1.) failure of the District to pay the contract sum within 30 days of due date; 2.) performance or attendance problems with the School Resource Officer as indicated by the Superintendent if, in the view of the Superintendent, such performance issues are not resolved within a reasonable time. The Superintendent, or her designee shall communicate such concerns with the Chief of Police in an effort to resolve issues, if any.

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, each party shall provide written notice to the other as soon as reasonably possible after the non-breaching party becomes aware of the failure to comply or breach of contract. In the event that the breaching party fails to cure or correct such breaches within a reasonable time following the receipt of notice, such reasonable time not to exceed 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.

8.

District covenants and agrees to fully cooperate with 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 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).

District shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. District shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. The City, including the assigned School Resource Officer, shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor District shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

10.

City and District covenants that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement 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.

11.

City and District, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, age, disability, color, national origin, or familial status, nor will Contractor permit its agents, employees, subcontractors or program participants to engage in such discrimination.

12.

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 without the invalid provision.

13.

The failure of 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.

14.

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 Agreement, venue for said action shall lie in Liberty County, Texas.

15.

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

16.

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.

17.

Notices to District shall be deemed given when delivered in person to the 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 1600 Grand Avenue, Liberty, TX 77575.

Notices to City shall be deemed given when delivered in person to the City Manager, 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 1829 Sam Houston, Liberty, TX 77575.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have executed this agreement to multiples in Liberty, Liberty County, Texas, this _____ day of _____, A.D. 2008.

ATTEST:

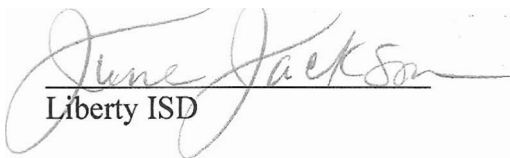
CITY OF LIBERTY

City Secretary

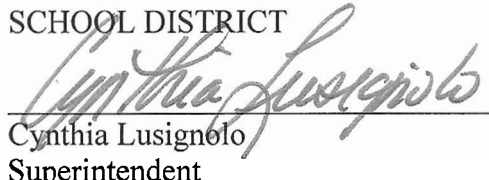
Larry Shaw
Interim City Manager

ATTEST:

LIBERTY INDEPENDENT
SCHOOL DISTRICT



Liberty ISD



Cynthia Lusignolo
Superintendent

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Police
Category: Grant Issues

RESOLUTION 2009-11

DOC ID: 1405

Consider Approval of a Resolution Authorizing Submission of a Grant Application for the Edward Byrne Memorial JAG Grant, for New Technology Equipment.

EXPLANTION:

The Police Department has been awarded a non-matching equipment grant in the amount of \$84,490.00 for car video cameras and related software, and digital cameras. Prior to acceptance, a resolution of approval from City Council is required.

Billy Tidwell

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, AUTHORIZING SUBMISSION OF THE GRANT APPLICATION FOR THE EDWARD BYRNE MEMORIAL JAG GRANT, A FULLY FUNDED GRANT FOR NEW TECHNOLOGY EQUIPMENT FOR THE LIBERTY POLICE DEPARTMENT IN THE AMOUNT OF \$84,490.00.

WHEREAS, the City of Liberty finds it in the best interest of the citizens of Liberty, Texas, that the Liberty Police Department Technology Grant be operated for the 2009-2010 year; and,

WHEREAS, The City of Liberty agrees to provide applicable matching funds for the said project as required by the Edward Byrne Memorial JAG Stimulus grant application; and,

WHEREAS, the City of Liberty designates Chief Billy Tidwell as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

PASSED AND APPROVED on this the 25th day of August, 2009 a meeting of the City Council of the City of Liberty, Texas.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING 2009-1

DOC ID: 1400

Proposed Budget for Fiscal Year 2009-2010.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Administration
Category: Budget Issues

COUNCIL ACTION 2009-71

DOC ID: 1402

Consider Postponement of Final Vote on the Fiscal Year 2009-2010 Budget Until September 8, 2009.

EXPLANATION:

At the conclusion of the public hearing, the City Council shall take action on the proposed budget (LGC §102.007). At council's discretion, if the budget is not adopted at the same meeting as the public hearing, the Council must take action to postpone adoption until a later date. The recommended date is September 8. City Charter requires adoption of the budget 15 days prior to the beginning of the new fiscal year.

Dianne Tidwell

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING 2009-2

DOC ID: 1401

Proposed Tax Rate for Fiscal Year 2009-2010.

**The City of Liberty**

City Council
1829 Sam Houston
Liberty, TX 77575

Meeting: 08/25/09 06:00 PM

Department: Administration
Category: Budget

WORK SESSION 2009-9

DOC ID: 1404

Discussion of Proposed Budget for Fiscal Year 2009-2010.