

ORDINANCE NO. _____24-002_____

AN ORDINANCE OF THE CITY OF MARLIN, TEXAS, ADOPTING AMENDMENTS TO THE POLICE DEPARTMENT POLICY AND PROCEDURE MANUAL; ADOPTING AND APPROVING OF AMENDMENTS TO THE POLICIES OF THE MARLIN POLICE DEPARTMENT APPLICABLE TO THE HIRING AND SELECTION OF NEW POLICE OFFICERS AND EMPLOYEES WHO WILL OBTAIN THE TRAINING TO BECOME NEW POLICE OFFICERS; APPROVING OF A FORM AGREEMENT TO REIMBURSE THE CITY OF MARLIN FOR THE COSTS OF ATTENDANCE OF A LAW ENFORCEMENT TRAINING ACADEMY; ADOPTING AND APPROVING AMENDMENTS TO THE MARLIN POLICE DEPARTMENT USE OF FORCE CONTINUUM POLICY; ADOPTING AND APPROVING OF AMENDMENTS TO THE POLICIES OF THE MARLIN POLICE DEPARTMENT APPLICABLE TO CAREER DEVELOPMENT, PROMOTIONS, AND TRANSFERS, PROVIDING FOR THE AMENDMENT OR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR EFFECTIVE DATE; AND OPEN MEETINGS CLAUSES.

WHEREAS, The City Council for the City of Marlin (“City Council”), desires and intends to approve and adopt amendments to the existing Marlin Police Department Policy and Procedure Manual;

WHEREAS, certain amendments to the Marlin Police Department Policy and Procedure Manual included and attached to this Ordinance under Exhibit “A” consisting of the Amended Marlin Police Department Policy, Policy 4.1, Hiring and Selection which includes and the approval of a form agreement to reimburse the City of Marlin for the costs of attendance of a law enforcement training academy, and the Marlin Police Department Use of Force Continuum Policy, were approved by prior resolution of the City Council, however, the City Council desires and intends to ratify such approvals and adopt such prior-adopted policies by this Ordinance;

WHEREAS, the City Council further intends to adopt an additional amendments to the Marlin Police Department Policy and Procedure Manual amending the policies applicable to Career Development, Promotions, and Transfers included and attached to this Ordinance under Exhibit “B”;

WHEREAS, the City Council is responsible for the approval of amendments to the Marlin Police Department policies adopted under the Marlin Police Department Policy and Procedure Manual;

WHEREAS, the City Council finds that the amended policies attached to this Ordinance as Exhibit “A” and Exhibit “B” are reasonable, appropriate, and necessary and should be approved and adopted as amendments to the Marlin Police Department Policy and Procedure Manual;

WHEREAS, the City Council adopt this Ordinance to approve of amendments to the Marlin Police Department policies attached and included in this Ordinance under Exhibit “A” and

Exhibit “B” and that the amended policies attached to this Ordinance as Exhibit “A” and Exhibit “B” shall become approved amendments to the Marlin Police Department Policy and Procedure Manual,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLIN, TEXAS:

Section 1. Adoption of Amendments to the Marlin Police Department Policies.

The Amended Marlin Police Department Policy, Policy 4.1, Hiring and Selection which includes and the approval of a form agreement to reimburse the City of Marlin for the costs of attendance of a law enforcement training academy, and the Marlin Police Department Use of Force Continuum Policy attached to this Resolution as **Exhibit “A”** is adopted and approved by the City Council for the City of Marlin, Texas.

Section 2. Adoption of Amendments to the Marlin Police Department Policies.

The Amended Marlin Police Department Policy, Policy 4.3 Career Development, Promotions, and Transfers, attached to this Resolution as **Exhibit “B”** is adopted and approved by the City Council for the City of Marlin, Texas.

Section 3. Amendment of Conflicting Ordinances. All ordinances in conflict ordinance are hereby amended as provided herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance the Texas Local Government Code.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

FIRST READING CONDUCTED on May 14,2024

PASSED AND APPROVED on this the 28th day of May 2024.

ATTEST:

CITY OF MARLIN, TEXAS



Maryann Waddle, City Secretary




Susan Byrd, Mayor

EXHIBIT “B”

Amended Marlin Police Department Policy,
Policy 4.3 Career Development, Promotions, and Transfers

EXHIBIT "A"

Amended Marlin Police Department Policy, Policy 4.1, Hiring and Selection
Marlin Police Department Use of Force Continuum Policy

	MARLIN POLICE DEPARTMENT	
	Policy 4.3 Career Development, Promotions, and Transfers	
	Effective Date: 05/14/2024	Replaces: All Other Applicable
	Approved: <u>James Hommel</u> Chief of Police	
	Reference: 4.06 and 4.07	

I. POLICY

The department encourages employees to seek opportunities to develop their knowledge, skills, and abilities. Promotions are based on performance, longevity, and the growth of skills through training and experience. Although in small department promotion opportunities are rare, the department promotion process is fair and equitable.

II. PURPOSE

To establish guidelines for career development of employees to include training and promotions.

III. PROCEDURES

A. Responsibilities of the Chief of Police

1. Annually, the Chief of Police, or designee, will meet with each employee for career counseling. This counseling shall occur at the same time as the employee's annual performance evaluation. The counseling shall include an examination of the following:
 - a. The employee's performance record
 - b. A review of the training programs applicable to the employee's duties.
2. The Chief shall ensure that at least one department employee:
 - a. Achieves and maintains certification as a firearms instructor
 - b. Receives advanced instruction in the techniques of evidence collection.
3. All officers shall maintain current first aid/cardiopulmonary resuscitation certifications.
4. The Chief shall ensure the availability of a trained armorer, either through the training of a department employee, contracting with an armorer in another jurisdiction, or contracting with a private armorer. The armorer shall inspect all firearms and ammunition at least annually for safety, reliability,

4. Enforce, with appropriate discretion, criminal laws and statutes of the City of Marlin, the State of Texas and the United States of America.
5. Obey all laws and statutes and maintain personal standards of behavior and affairs as directed by the Code of Conduct of the Marlin Police Department.
6. Other duties as may be lawfully assigned from time to time.

POLICE SERGEANT:

A. Qualifications

1. Meet all qualifications for the position of police officer, and,
2. Hold an advance or higher certificate from TCOCLE or employed with the Marlin Police Department for at least 6 months as a police officer.
3. Successfully complete all training required of supervisory personnel by current TCOLE regulations.
4. Demonstrate an ability to effectively lead and supervise, both by actions and example, police officers and police personnel.
5. 7 years' experience as a peace officer or 2 years' experience as a police supervisor- Corporal or above. (3 years FTO experience can be substituted for 2 years supervisor- Corporal or above experience are qualified leadership skills through military and or similar occupation.

B. Duties

1. Police sergeants will routinely be expected to perform all duties expected of police officers.
2. Provide effective and quality first line supervision of police officers.
3. Complete personnel evaluations of all employees under the sergeant's supervision in the time and manner required by Department General Orders.
4. Effectively and efficiently attend to administrative matters which, from time to time, may be assigned by the Chief of Police and Captain.

POLICE CAPTAIN:

A. Qualifications

1. Meet all qualifications for police officer, and,

3. Will keep abreast of legal and other developments which impact the effective delivery of police service in the City of Marlin.
4. Will be active, in a positive manner, in municipal and civic affairs in the City of Marlin.
5. Will attend city council meetings and will report to the council on the operations of the Police Department upon request.
6. Will maintain the records of the Marlin Police Department under the direct supervision of Chief of Police.
7. Will ensure that all hiring, personnel and training requirements of these general orders and the City of Marlin are complied with by all employees of the police Department.
8. Will make recommendations to the City Manager and city council regarding personnel matters, training, budget and operations of the Marlin Police Department.
9. It is the express statement of the City of Marlin that the Chief of Police shall **not** have final policy making authority for the City of Marlin on any subject or issue.
10. Effectively administer and supervise all employees of the Police Department including the preparation of employee evaluations for sergeants and review and approval of all other evaluations.

AGREEMENT TO REIMBUSE THE CITY OF MARLIN FOR THE COSTS OF ATTENDANCE OF A LAW ENFORCEMENT TRAINING ACADEMY

This Agreement to Reimburse the City of Marlin for the Costs of Attendance of a Law Enforcement Training Academy, ("Agreement") is entered into by the City of Marlin, Texas hereinafter referred to as "City" and _____, hereinafter referred to as "Employee."

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF _____ AS A POLICE OFFICER FOR THE CITY OF MARLIN, AND TO SPECIFY THE CONSIDERATION THAT _____ SHALL PROVIDE TO THE CITY IN RETURN FOR THE TRAINING. THIS AGREEMENT SHALL NOT BE CONSTRUED TO BE AN EMPLOYMENT AGREEMENT WHICH WOULD CREATE OR PROVIDE ANY PROPERTY RIGHTS OR INTEREST IN THE EMPLOYEE EXECUTING THIS AGREEMENT.

1. The City and the Employee agree that the Employee will attend a law enforcement training academy (the Academy) approved by the Texas Commission on Law Enforcement Standards and Education (TCOLE) at the expense of the City to receive certification as a Texas Peace Officer in accordance with TCOLE certification requirements. The training at the Academy is scheduled to begin [**enter completion date**].
2. The City shall pay the expense of training and shall pay the Employee's regular wages during this training. The Employee agrees that he/she will be responsible for reimbursing the City in accordance with the rules for reimbursement as stated hereafter in this Agreement. The expenses which the Employee agrees to reimburse include: the City's cost of the Employee's paid time while attending the Academy less minimum wage guaranteed to Employee under Federal and State law; the City's expenditure for the Employee's tuition, uniforms, supplies, books, equipment, and any other required items while attending the Academy. All these reimbursable costs are referred to generally as training costs. To the extent this Agreement conflicts with the overtime and minimum wage requirements under the Federal Fair Labor Standards Act ("Act") or State law, it is the stated intent of the Parties that this Agreement shall be conformed to comply with said Act.

The Employee will not be responsible for reimbursing the City for any training received by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the City. An estimate of the training costs set out above is listed on **Exhibit A** which is attached hereto and by this reference incorporated into this Agreement. Training costs will be based on the actual costs incurred by the City as these costs become known.

3. At the City's option, the Employee may be required to work at the Marlin Police Department (MPD) while attending the Academy, and may be required to patrol, dispatch, operate computer systems, perform clerical tasks, or perform other duties as assigned by the Chief of Police or the Chief's designee. The hours expended by the Employee in attendance at the training course and in service to the MPD shall be subject to the same limitations and compensatory time policies as apply to all probationary employees of the City under the City's applicable personnel policies.
4. The Employee shall serve as a full-time police officer of the City after graduating from the Academy and upon meeting all necessary criteria to receive TCOLE certification as a licensed peace officer for the State of Texas.

all training costs owed to the City have been fully reimbursed. Interest shall commence with the Employee's date of termination and shall be calculated on the unpaid principal balance to the date of each payment, with payments being credited first to accrued interest and then to the reduction of principal. Employee's Initials: _____.

14. If the Employee is killed or permanently and totally disabled while an employee of the City, any commitment for reimbursement of training costs shall be voided.
15. This Agreement may only be amended or canceled upon written agreement by both the City and the Employee.
16. The Employee shall notify the City of the Employee's place of residence while an employee of the City and/or until such time as any debt for training costs is satisfied in full.
17. If reimbursement is not made in accordance with this Agreement, the Employee understands that the City may at its option pursue legal remedies and open an investigation into the failure and document accordingly in the employee's TCOLE record.
18. This Agreement is for the purposes of bona fide employment and not for the purposes of achieving certification for the officer by way of sponsorship through the Academy.
19. The Employee understands and acknowledges that his/her employment with the City is 'at-will' and the City may terminate his/her employment at any time. **Employee agrees and acknowledges that this Agreement does not change, alter, or amend Employee's status as an 'at-will employee' of the City of Marlin, and that despite signing this Agreement, Employee shall be employed as and shall remain an 'at-will employee' of the City of Marlin, Texas, as provided in the City's personnel policies. The purpose of this Agreement is to induce the City to agree to incur the costs of Employee's training to be a licensed peace officer and for Employee to receive the certification as a Texas Peace Officer in accordance with TCOLE certification requirements and to provide for the City to be reimbursed for the costs paid on Employee's behalf if Employee's employment with the City is terminated as set forth in this Agreement.**
20. The City and the Employee hereby agree that this Agreement is solely performable in Falls County and its construction and interpretation shall always and in all respects be governed by the laws of the State of Texas. The City and the Employee agree that any claim, litigation, or dispute arising from or related to this Agreement shall be litigated in the appropriate Federal court, or in a state district court located in Falls County, Texas.
21. The terms and conditions of the City of Marlin Personnel Policy shall apply to the Employee. The Employee agrees and acknowledge that this Agreement is not an employment agreement or employment contract. **Employee agrees and acknowledges that this Agreement does not guarantee or promise that Employee will be entitled to be employed by the City for a specific period of time and therefore, this Agreement is not intended to serve as an employment agreement or employment contract and shall not be construed to be an employment contract or employment agreement between the Employee and the City for any purpose or reason.**
22. **Employee Review. Employee has read and understands this Agreement. Employee has been provided with an opportunity to review this Agreement and to seek legal counsel of his choice prior to signing this Agreement. Employee's Initials: _____.**

EXHIBIT A

Estimated Training Costs

1. Tuition	<u>\$1,695.00</u>
2. Books, fees, supplies, uniforms, equipment	<u>\$800.00</u>
3. Wages during training (less minimum wage rate for total hours)	<u>\$15,440.00</u>
4. Miscellaneous: <u>Vest</u>	<u>\$1,000.00</u>
5. Total estimated training costs	<u>\$18,935.00</u>

This schedule and calculation are only to be used as an estimate of training costs. Actual expenditures shall be used in calculating the total training costs to be reimbursed.

Acknowledged:

Employee

Cedrick Davis, City Manager

Date

Date

- I. Unsuccessful applicants, that do not have permanent disqualifiers, may re-apply after one year from the date of last application if a vacancy exists.
- J. Lateral entry.
 - 1. A licensed officer from another Texas agency must meet the same criteria set forth above.
 - 2. The employee assigned to investigate the applicant shall ensure that an applicant with prior law-enforcement experience has not had his or her licenses suspended or revoked. A query will be made to the Texas Commission on Law Enforcement to determine all other agencies where the licensee has worked. These agencies will be contacted before completion of the background to determine work history and any significant details of their employment.

VIII. APPLICATION PROCESS FOR NON-SWORN OFFICERS

- A. The terms 'Non-Sworn Officers' shall mean and refer to any applicant for employment who is not currently a licensed peace officer.
 - 1. The applicant must complete and provide the following for all positions within the Police Department:
 - a. Complete a written city application and personal history statement and submit it to the Chief of Police. Copies of the following documents will also be submitted:
 - b. Birth Certificate
 - c. Driver's License
 - d. High School Diploma or transcript, or GED certificate.
 - e. Any college transcripts
 - f. Copy of military discharge papers
 - 2. Arrange with the Chief of Police to take any written test if required and appear for other selection process steps.
 - 3. Must pass a background investigation including a criminal history check.
 - 4. Must meet TCOLE requirements for peace office licensing:
 - a. Must be a U.S. citizen
 - b. Must be at least 21 years of age by the graduation date of the Academy
 - c. A student 18 years or older is eligible for licensing if the student:
 - 1. Has received an Associate's Degree or 60 semester hours from an accredited college or university; or
 - 2. Has received an Honorable Discharge from the Armed Forces of the United States after at least two (2) years of service;
 - 5. Additional Requirements are as follows:

approves, he will issue the candidate a Conditional Offer of Employment. A copy will be given to the applicant. The Offer of Employment is conditional upon passing:

- a. A background investigation
 - b. A drug screen, and physiological
4. After a conditional offer of employment is made, the officer assigned to conduct the background investigation may gain additional information from the applicant regarding his or her prior medical problems including any worker's compensation claims and conditions. The officer will then conduct a detailed background investigation in accordance with the Background Investigation Manual. He shall also schedule the applicant for the necessary medical testing. (TBP: 4.03)
- a. The officer conducting the background investigation shall have had training in conducting background investigations or shall conduct the background in compliance with the Background Investigation Manual. (TBP: 3.17)
 - b. Upon completion of all testing and the background investigation, the applicants file will be returned to the Chief of Police for the final decision.
 - c. Following a medical examination, an offer of employment may be withdrawn if the applicant cannot perform the core job functions or poses a "direct threat" in the workplace (per EEOC guidelines, "a significant risk of substantial harm to the individual or others that cannot be eliminated or reduced . . . through reasonable accommodation"). The Chief must base the threat on medical knowledge, not just speculation.
 - d. If the individual is approved for hire, the Chief will make all the necessary arrangements for processing a new employee. If the individual is not selected, a letter will be sent to the applicant advising him or her that the Conditional Offer of Employment has been withdrawn and the reason stated plainly.

C. LAW ENFORCEMENT TRAINING ACADEMY

1. Applicant must have attended and completed or agree to attend and complete a qualified law enforcement training academy approved by the Texas Commission on Law Enforcement Standards and Education (TCOLE).
2. If the individual is approved for hire, the individual may attend a qualified law enforcement training academy at the expense of the City of Marlin subject to the individual executing and entering into a Law Enforcement Training and Reimbursement Agreement with the City of Marlin. An individual attending a qualified law enforcement training academy at the

the inclusion of such information in writing to the Chief. Probationary employees have no right of protest in such matters.

- F. Personnel records are permanent property of the department.
- G. Officers from the department may terminate employment and seek a lateral hire with another agency. Requests for employment information on these officers shall be referred to the Chief. The Chief shall disclose the employee's performance record consistent with current law.
- H. All records of unsuccessful applicants shall be maintained, including all test results, in a confidential file by the Chief of Police. These records are releasable to other law enforcement agencies when requested and a properly executed release form is obtained from the subject of the records. (TBP: 4.04)
- I. Photographs of Sworn Officers shall not be released by the department to any organization or media outlet, nor shall it be posted on any department website, or in a publicly displayed department yearbook or photograph, unless the officer has given his or her consent or signed a release to that effect. Exceptions to this prohibition include:
 - 1. If the officer is charged by indictment or information,
 - 2. If the officer is a party in a Civil Service hearing or before a hearing examiner or arbitration,
 - 3. If the officer's photograph is introduced in judicial proceedings.
 - 4. Photographs displayed on officer's Identification Cards are not considered released as they are intended for internal use or to properly identify an officer if required.