



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Tuesday, September 18, 2023, at 7:00 pm**

REGULAR SESSION

1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
6. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
 - A. **Approve the City Council Meeting minutes for September 5, 2023.**
 - B. **Approve the August 2023 Financials.**
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on a Resolution authorizing the City Administrator to enter into a contract with iChooser for the purpose of providing the New Fairview residents with opt-in solar panel/battery purchasing programs to help save citizens time and money on their electricity-related purchase.**

B. Receive, consider, and act on an Interlocal Agreement for the administration of Law Enforcement Services from the City of Boyd, Texas, to the City of New Fairview, Texas.

8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

A. Hold a discussion regarding possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane.

9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

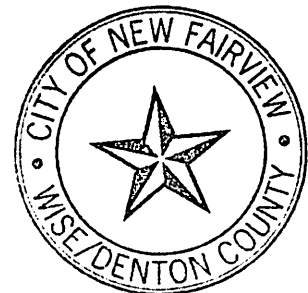
10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 15th day of September, 2023 at 5:00 PM at least 72 hours preceding the meeting time.


Brooke Boller, City Secretary

SEAL:



This facility is wheelchair accessible; parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at City Hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.



**City of New Fairview
City Council
Regular Meeting Minutes
Tuesday, September 5, 2023**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 3 Councilwoman Sarah Adams
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

**Absent
Place 2 Councilman Peter Kozlowski**

REGULAR SESSION

1. **Call to Order and Determination of Quorum (Work Session called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.)**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.**
4. **City Administrator’s Report: The City Administrator’s Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city’s boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.**
5. **Public Comment: The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.**

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A. Approve the City Council Meeting minutes for August 21, 2023.

Motion: Mayor Pro Tem Steven King

Second: Councilman Richard Greene

Vote: All in Favor

Result: City Council approved the minutes from Aug 21st meeting.

7. New Business: All matters listed in New Business will be discussed and considered separately.

A. Conduct a Public Hearing on the proposed Tax Rate for the 2023 Tax Year.

Opened: 7:07pm Closed: 7:07pm

B. Conduct a Public Hearing to consider the proposed budget for the fiscal year beginning on October 1, 2023, and ending on September 30, 2024.

Opened: 7:08pm Closed: 7:09pm

C. Discuss, consider, and act on an Ordinance approving and adopting the budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024.

Motion: Councilman Richard Greene

Second: Mayor Pro Tem Steven King

Vote: For – Councilman Harvey Burger, Councilwoman Srah Adams, Mayor Pro Tem Steven King, Councilman Richard Greene

Absent – Councilman Peter Kozlowski

Result: Council approved an Ordinance approving and adopting the Proposed budget for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, with the vote to be a record vote.

D. Discuss, consider, and act on an Ordinance levying the Ad Valorem Taxes for the 2023 Tax Year at a Rate of \$.258013 per \$100 Assessed Valuation on all Taxable Property within the City's Corporate Limits as of January 1, 2023.

Motion: Mayor Pro Tem Steven King

Second: Councilman Harvey Burger

Vote: For – Councilman Harvey Burger, Councilwoman Srah Adams, Mayor Pro Tem Steven King, Councilman Richard Greene

Absent – Councilman Peter Kozlowski

Result: Council approved the property tax rate be increased by the adoption of a tax rate of \$0.258013, which is effectively a 44.8% increase from the No New Revenue tax rate by Ordinance 202309-02-120, levying the Ad Valorem Taxes for the 2023 Tax Year on all Taxable Property within the city's Corporate Limits as of January 1, 2023.

E. Discuss, consider, and act on a Resolution ratifying the property tax increase reflected in the Fiscal Year 2023-2024 Budget.

Motion: Councilwoman Sarah Adams

Second: Councilman Richard Greene

Vote: For – Councilman Harvey Burger, Councilwoman Srah Adams, Mayor Pro Tem Steven King, Councilman Richard Greene

Absent – Councilman Peter Kozlowski

Result: Council approved a Resolution ratifying the property tax Increase reflected in the Fiscal Year 2023-2024 Budget, as required by Local Government Code 102.007 (c).

- F. Discuss, consider, and act on a Resolution approving the first amendment to the fire protection agreement with East Wise Fire Rescue.
Motion: Councilman Richard Greene
Second: Councilwoman Sarah Adams
Vote: All in Favor
Result: Council approved a Resolution approving the first amendment to the fire protection agreement with East Wise Fire Rescue.
- G. Discuss, consider, and act on a Resolution approving the first amendment to the fire protection and emergency medical services agreement with Justin Community Volunteer Fire Department.
Motion: Councilwoman Sarah Adams
Second: Councilman Richard Greene
Vote: All in Favor
Result: Council approved a Resolution approving the first amendment to the fire protection and emergency medical services agreement with Justin Community Volunteer Fire Department.
8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.
9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.
11. Adjournment
Motion: Councilwoman Sarah Adams
Second: Councilman Richard Greene
Vote: All in Favor
Result: Regular was adjourned at 7:32 pm.

MINUTES APPROVED ON THIS, THE 18TH DAY OF SEPTEMBER 2023

John Taylor, Mayor

Brooke Boller, City Secretary



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

September 18, 2023

Texas Solar Switch

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the City Administrator to enter into a contract with iChooser for the purpose of providing the New Fairview residents with opt-in solar panel/battery purchasing programs to help save citizens time and money on their electricity-related purchase.

BACKGROUND INFORMATION:

iChooser was formed in 2008 with the underlying idea that in the near future, the focus of providing power and the way in which it is provided will increasingly shift from the provider to the consumer, who expresses their intention to purchase the product. Many cities look for ways to improve their residents' quality of life, and by taking this idea, iChooser has developed an approach where a municipality lends its name to a local group switching program or a local residential electricity aggregation program. iChooser has its head office in Amsterdam (Holland) with satellite offices in Antwerp (Belgium), London (England), and Houston (Texas). Since 2008 iChooser has saved over 1.4 million Belgian, Dutch, British and Texas households \$300/year on average on their energy bills. iChooser LLC, has a Texas broker registration with PUCT (#80419).

iChooser runs opt-in solar panel/battery purchasing programs in Japan and several European countries (UK, The Netherlands, Belgium) and this would be the sixth such direct City endorsed program in Texas. iChooser is also active in Colorado, Chicagoland and the District of Columbia and continues to expand into other markets.

While other cities partner with non-profit groups around the country to do similar programs, none that I could find actually does direct endorsements and works with a broker to conduct an opt-in coop purchase with solar like we are talking about doing.

iChooser organizes opt-in citizen aggregation to help save citizens time and money on their electricity-related purchase. This agenda item is for the City Council to consider allowing the opt-in group solar purchasing program called Solar Switch for New Fairview residents. This can

also then extend to residents in the City's Extraterritorial Jurisdiction (ETJ). This effort is not a City of New Fairview purchase of solar power or retrofitting of buildings to add solar panels to roofs. This is really just another way to encourage our citizens to get into solar energy by providing a reverse-auction opt-in process that could save them upwards of 30% on solar and related battery system purchases and installation. The program will also competitively bid financing as an option to make it easier for homeowners, without the cash on hand, to participate.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

The program would have some coordination efforts by City staff with iChoosr, along with pushing public information, but we believe this is going to be a real cost saver for citizens and also a positive public relations effort. There are no hard costs to enter the program.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing the City Administrator to enter into a contract with iChooser for the purpose of providing the New Fairview residents with opt-in solar panel/battery purchasing programs to help save citizens time and money on their electricity-related purchase

ATTACHMENT(S):

1. Resolution 202309-04-145

RESOLUTION NO. 202309-04-145

A RESOLUTION OF THE CITY COUNCIL OF NEW FAIRVIEW, TEXAS, AUTHORIZING A MEMORANDUM OF UNDERSTANDING (MOU) WITH ICHOOSR, LLC, AND APPROVING THE TERMS AND CONDITIONS THEREIN, TO MARKET AND OU RETAIL ELECTIVE AGGREGATION SERVICES TO RESIDENTS IN THE CITY OF NEW FAIRVIEW WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 'A'; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE MOU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, iChoosr, LLC ("iChoosr") is a retail electric aggregator who provides a service to retail electric customers within one or more specific cities that allows those customers to aggregate their retail electricity consumption with other customers in order to obtain retail electric contracts that provide lower electricity rates than what such customers can obtain on their own; and

WHEREAS, iChoosr has offered to provide such services to retail electric customers within the City of New Fairview, pursuant to an agreement with the City where, at no cost to the City, in exchange for the City's agreement to assist in making information about iChoosr's services to City residents and others; and

WHEREAS, the City Council of the City of New Fairview finds that the provision of services that require no financial outlay by the City, but which may result in savings to its residents on electric and other utility bills is in the public interest.

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

SECTION 1. The City Council hereby approves the terms and conditions of a Memorandum of Understanding with iChoosr to market and provide retail elective aggregation services to residents within the corporate limits of the City of New Fairview, which is attached hereto and incorporated herein as Exhibit "A," which the City Administrator is hereby authorized to execute on behalf of the City.

SECTION 2. This Resolution shall be effective immediately upon its passage, as provided by law.

PRESENTED AND PASSED on this 18th day of September 2023, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

September 18, 2023

Interlocal Agreement with the City of Boyd for Law Enforcement Services

DESCRIPTION:

Receive, consider, and act on an Interlocal Agreement for the administration of Law Enforcement Services from the City of Boyd, Texas, to the City of New Fairview, Texas.

BACKGROUND INFORMATION:

Earlier this year staff were working with the City Attorney to address the enforcement of city ordinances. In those discussions it was determined that the sheriff and his deputies are statutorily authorized to provide law enforcement services for the municipality but may only enforce State laws. As a result, we have no ability currently to enforce city ordinances, with the exception of those ordinances that our Code Enforcement Officer is able to enforce.

The City Attorney sent an attorney-client privileged memorandum to the City Council on Feb. 19, 2023 that gives a legal opinion on a Sheriff's authority to enforce City Ordinances; authority for contracting with another municipality or political subdivision having law enforcement authority, options for ordinance enforcement that don't require law enforcement and related matters.

The City has three options that Type A General Law Municipalities can use to enforce city ordinances: appoint a Marshal, establish a Municipal Police Department, or contract with another city for law enforcement service that includes the enforcement of city ordinances. Of these options, the Marshal and Municipal Police Department are costly because it would require purchasing a police vehicle, equipment, uniforms, training, extensive legal work on the preparation of General Orders. Providing law enforcement services from one city to another city is not uncommon. In fact, in our area the City of Rhome is providing law enforcement services to the City of Aurora.

As a result, staff met with city officials from the City of Rhome, City of Decatur, and City of Boyd to determine if there was capacity and interest to provide limited police services to the City of New Fairview. Specifically, the enforcement of city ordinances, patrolling of neighborhoods, and traffic enforcement on our roads. Staff were not seeking police service for criminal calls

because we currently receive that service from the Wise County Sheriff Office. From those discussions it was determined that the City of Boyd had the capacity and cost that was the best fit for our needs. As a result, city staff have been meeting with the City Manager of Boyd, William Taylor, and Police Chief, Jason Schmidt, to discuss an Interlocal Agreement (ILA) for law enforcement services for the City of New Fairview.

Below are the highlights from the attached ILA that have been worked out:

1. Section 2 contains the Term of this Agreement. It is scheduled to begin on the new fiscal year Oct. 1 and is good for three years, with up to two additional three-year terms.
2. Section 3 (b) addresses the type of police services we will be getting from Boyd. It is only for enforcement of our City Ordinances, enforcement of traffic laws, and patrolling of our neighborhoods and businesses. We are still planning on using Wise County SO to respond to criminal calls for service in our city. Also, note that we are getting an average of 15 hours of police service each week.
3. Section 3 (h) states that we shall be under no obligation with respect to providing any law enforcement equipment, or any other equipment.
4. Section 4(a) addresses the cost for this service. It is based on a \$136 hourly rate, which covers officer salary, benefits, training, uniform, equipment, administrative, and vehicle cost (including maintenance and gas). This is a reasonable rate for these services and guarantees we will never be asked to buy a vehicle or any additional equipment under this agreement. The total annual amount is \$106,080, but keep in mind that our conservative estimates on the amount of citations they will be issuing for our municipal court are estimated to bring in about \$150,000.
5. Section 4 (b) allows us to ask for additional police service if needed for the set \$136 hourly rate.
6. Section 4 (c) states that we shall coordinate with BOYD annually in preparing an annual budget that covers costs of BOYD providing law enforcement services to NEW FAIRVIEW. Payment terms will be established annually and mutually agreed upon by both NEW FAIRVIEW and BOYD, and any payment changes needed are required to be approved by both the BOYD and NEW FAIRVIEW City Councils.
7. Section 4 (d) addresses the fact that we are letting them use our Lidar guns, and our two ticket writers. However, we are going to need to purchase two new ticket writers because the ones we have are apparently obsolete and cannot be programmed to use with our new software. We are also looking at having the new ticket writers programmed so that they can be used to issue citations at New Fairview and Boyd. The City of Boyd is buying several ticket writers also and programming them the same way so that officers can easily issue citations regardless of which city they are in.
8. Section 6 addresses the termination of this agreement. It takes one year to terminate or 90 days if both parties agree to the termination. In the event of termination by either party or both parties, BOYD shall be compensated pro rata for all services performed to the termination date.

9. Section 13 addresses that this Agreement will be reviewed by both parties annually for needed clarification and or revisions. This Agreement may only be modified, changed, or altered at any time, upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of BOYD and NEW FAIRVIEW.

Staff recommends approval of the ILA.

FINANCIAL CONSIDERATION:

Section 4(a) addresses the cost for this service. It is based on a \$136 hourly rate, which covers officer salary, benefits, training, uniform, equipment, administrative, and vehicle cost (including maintenance and gas). This is a reasonable rate for these services and guarantees we will never be asked to buy a vehicle or any additional equipment under this agreement. The total annual amount is \$106,080, but keep in mind that our conservative estimates on the amount of citations they will be issuing for our municipal court are estimated to bring in about \$150,000.

Section 4 (b) allows us to ask for additional police service if needed for the set \$136 hourly rate.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Interlocal Agreement for the administration of Law Enforcement Services from the City of Boyd, Texas, to the City of New Fairview, Texas.

ATTACHMENT(S):

1. Interlocal Agreement for Law Enforcement Services.

**INTERLOCAL AGREEMENT
FOR LAW ENFORCEMENT SERVICES FOR
THE CITIES OF BOYD AND NEW FAIRVIEW**

THE STATE OF TEXAS §

COUNTY OF WISE §

THIS (“AGREEMENT”), is made and entered into by the CITY OF BOYD, TEXAS a Type A General Law Municipality, (“BOYD”), and the CITY OF NEW FAIRVIEW, TEXAS, a Type A General Law Municipality, (“NEW FAIRVIEW”), and each acting by and through its duly appointed and authorized Mayors and city administrators:

W I T N E S E T H:

WHEREAS, the City of Boyd is a General Law, Type A City authorized to operate a municipal police department; and the City of New Fairview is a General Law, Type A City authorized by law to operate a municipal police department; and

WHEREAS, NEW FAIRVIEW is a duly organized political subdivision of the State of Texas engaged in the administration of government and authorized to provide police services and related services for the benefit of the citizens of NEW FAIRVIEW; and

WHEREAS, NEW FAIRVIEW has requested, and BOYD has agreed, to provide law enforcement services for the residents of NEW FAIRVIEW; and

WHEREAS, BOYD has a police department recognized by the Texas Commission on Law Enforcement of the State of Texas, and has, by a resolution of its governing body, been authorized to enter into this Agreement with NEW FAIRVIEW for BOYD to provide law enforcement services for the purpose of police protection, city ordinance enforcement, traffic law enforcement and other services as described herein of the same nature that it provides within BOYD to persons located within the corporate boundaries of NEW FAIRVIEW, Wise County, Texas; and

WHEREAS, BOYD and NEW FAIRVIEW mutually desire to be subject to the provisions of Chapter 791 of the Texas Local Government Code; and

WHEREAS, in performing its duties and obligations hereunder, each party will be carrying out one or more governmental functions or services which it is authorized to perform; and

WHEREAS, BOYD and NEW FAIRVIEW have concluded that this Agreement fairly compensates the performing party for the law enforcement services being provided hereunder; and

WHEREAS, this Agreement is approved by the governing bodies of BOYD and NEW FAIRVIEW.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND

CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF BOYD AND NEW FAIRVIEW HEREBY AGREE TO THE FOLLOWING:

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.**

This Agreement shall be for an initial term of three (3) years commencing on October 1, 2023, and ending September 20, 2026, (the “Initial Term”) and may be extended thereafter by mutual consent of the parties hereto for up to two successive three (3) year terms. (The renewal terms shall be referred to as the “First Renewal Term” and “Second Renewal Term”, respectively).

Section 3. **Scope of Services to be provided by BOYD.**

- a. BOYD hereby agrees to provide NEW FAIRVIEW with police service pursuant to this Agreement as entered into by each of the said municipalities under the authority of Chapter 791 of the Texas Government Code.
- b. Commencing October 1, 2023, BOYD will provide NEW FAIRVIEW with an average of 15 hours, per week, of routine neighborhood patrol, patrol of business establishments, speed limit and other traffic enforcement, crime prevention, and enforcement of city ordinances, hereinafter collectively referred to as “Police Services”. The BOYD Police Department will enforce the penal provisions of the laws of the State of Texas, Wise County, and municipal ordinances as adopted by NEW FAIRVIEW, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, geographical factors, roadway conditions, and traffic flows, and BOYD will manage the response time, priority of calls and the service provided by BOYD for NEW FAIRVIEW in the same manner as within the city limits of BOYD. BOYD shall not be required to take enforcement action for non-emergency enforcement of NEW FAIRVIEW ordinances relating to animal control, building codes (including but not limited to weeds/tall grass, dangerous structures, and other property nuisance conditions), or fire codes, unless specifically required under a separate agreement.
- c. Give prompt consideration to all requests from NEW FAIRVIEW routed through Wise County dispatch, or directly to the BOYD Police Department, regarding the delivery of the Police Services under this Agreement. BOYD will make a reasonable effort to comply with such requests so long as they are consistent with the law and Policy Manual of the BOYD Police Department.
- d. Provide citizens and/or residents of NEW FAIRVIEW with the same access to BOYD’s Police Chief, officers, and employees as is provided to BOYD’s citizens

and residents in relation to law enforcement activities.

- e. Whenever BOYD Police Department is responding to a call within NEW FAIRVIEW, it shall operate under the personnel policies and department regulations applicable to peace officers operating within the territorial limits of BOYD.
- f. BOYD police personnel shall cooperate with NEW FAIRVIEW municipal court staff and appear as required in the NEW FAIRVIEW municipal court for prosecution purposes. NEW FAIRVIEW will compensate BOYD for the actual cost of each peace officer summoned to appear in the NEW FAIRVIEW municipal court, or at a minimum of two (2) hours of overtime pay for any peace officer not on-duty during the time of municipal court. This provision shall survive the termination or expiration of the term of this Agreement.
- g. BOYD shall maintain records of response to calls, including, but not limited to date, time, location, type of call and time to respond, and results. BOYD agrees to provide a report to NEW FAIRVIEW, as applicable, containing the foregoing information regarding service calls arising in New Fairview, on a monthly basis, or upon a written request. Requests for data for a period earlier than one (1) year prior than the date the request is received shall be delivered as soon as reasonably feasible, but in no case later than thirty (30) days after BOYD's receipt of the request. It is understood and acknowledged that BOYD shall not be required to provide data and information relating to periods of time beyond BOYD's standard records retention period for such data and/or information if such data and/or information has been deleted or destroyed in accordance with BOYD's records retention policy. NEW FAIRVIEW shall not request, and BOYD shall not provide information or data deemed confidential by law.
- h. Except as expressly set forth in this Agreement, NEW FAIRVIEW shall be under no obligation with respect to providing any law enforcement equipment, or any other equipment incidental to the carrying out of this Agreement, and shall have no right, title, or interest in and to the law enforcement equipment belonging to BOYD, or its Police Department.
- i. Any personnel who respond from NEW FAIRVIEW to a crime or accident scene, which is under the control of the BOYD Police Department, shall be governed by the rules, policies, and regulations applicable to the peace officers of BOYD, and any such persons shall exercise no authority, control or direction over any employee, agent, representative, peace officer or other emergency personnel or equipment of BOYD.
- j. NEW FAIRVIEW understands and agrees that BOYD is not, and shall not, be required to purchase any additional equipment of any type or nature for law enforcement or emergency purposes to comply with this Agreement except as specifically provided herein, and that if multiple accidents, dispatches, crimes, or

other emergency calls occur within BOYD and/or NEW FAIRVIEW so as to utilize all emergency equipment of BOYD or its Police Department, that other cities under mutual aid agreements may be utilized to respond to such emergency calls and NEW FAIRVIEW releases BOYD from all liability, if any, under such circumstances.

- k. The Police Chief or other appropriately authorized BOYD personnel shall be the sole determinant of the type and amount of equipment and number of personnel dispatched to any accident, crime, or other call for service within NEW FAIRVIEW.
- l. At any time that BOYD Police Department or other emergency personnel are responding to a crime, accident, or other call for service within NEW FAIRVIEW, all personnel of NEW FAIRVIEW shall, to the extent allowed by law, be subject to the direction and order of the highest-ranking BOYD personnel as to any actions or aid required in connection with the particular emergency to which BOYD is responding.

Section 4. Payment For Service And Equipment.

- a. NEW FAIR VIEW agrees to make Annual Payment to BOYD for all Police Services provided by BOYD. The Annual Payment for the term is \$106,080.00 and is based on an hourly rate of \$136.00 for an estimated fifteen (15) hours of Police Services per week. BOYD will invoice NEW FAIRVIEW at the end of each quarter and NEW FAIRVIEW shall make payment within 30 days following receipt of the invoice from BOYD.
- b. Should NEW FAIRVIEW specifically request additional Police Services above the fifteen (15) hours per week, NEW FAIRVIEW agrees to pay for the additional services at the \$136.00 hourly rate.
- c. NEW FAIRVIEW shall coordinate with BOYD annually in preparing an annual budget that covers costs of BOYD providing law enforcement services to NEW FAIRVIEW. Payment terms will be established annually and mutually agreed upon by both NEW FAIRVIEW and BOYD, and any payment changes needed are required to be approved by both the BOYD and NEW FAIRVIEW City Councils.
- d. NEW FAIRVIEW agrees that in addition to the funds that it is otherwise obligated to pay under Section 4 (a) of this agreement, it shall provide two (2) Brazos automated ticket writers, and two (2) Rugged Stalker Lidar speed guns to be used by BOYD peace officers. NEW FAIRVIEW shall be responsible for routine maintenance, and insurance for this equipment. The equipment paid by a Party shall remain the property of the purchasing City upon termination of this Agreement.
- e. NEW FAIRVIEW in its sole discretion, may purchase additional law enforcement equipment/apparatus to be used by BOYD in performing services under this

Agreement, in which case the parties will agree to the use/possession of the additional equipment at the time of purchase.

Section 5. Miscellaneous.

- a. BOYD and NEW FAIRVIEW agree and acknowledge that each entity is not an agent of the other entity, and that each entity is responsible for its own acts, forbearance, negligence, and deeds, and for those of its agents or employees, except as expressly set forth to the contrary in this Agreement. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment applicable to the other party. BOYD understands and agrees that BOYD, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of NEW FAIRVIEW. NEW FAIRVIEW understands and agrees that NEW FAIRVIEW, its employees, servants, agents, and representatives shall not represent themselves to be employees, servants, agents, and/or representatives of BOYD.
- b. BOYD and NEW FAIRVIEW acknowledge and agree that BOYD and NEW FAIRVIEW do not waive any sovereign or governmental immunity available to BOYD and NEW FAIRVIEW under Texas law and do not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither NEW FAIRVIEW nor BOYD waives any immunity or defense that would otherwise be available to it against claims by third parties.
- c. Any notice relating to this Agreement shall be delivered, in writing, by either BOYD or NEW FAIRVIEW, to the City Administrator of BOYD or the City Administrator of NEW FAIRVIEW by certified mail, return receipt requested, or personal delivery with signature required to the mailing address of the applicable City Hall.

Section 6. Cancellation.

- a. Either party may terminate this Agreement, with such termination being effective one year after a party provides written notice of the termination to the other party. This Agreement shall terminate at any time that is ninety (90) days after the parties have mutually agreed in writing that this Agreement shall terminate. In the event of termination by either party or both parties, BOYD shall be compensated pro rata for all services performed to the termination date. In the event of such termination, should BOYD be overcompensated on a pro rata basis for all services performed to the termination date, NEW FAIRVIEW shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursements shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. Upon

assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

- Section 9. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Wise County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 8.
- Section 10. **Independent contractor.** All parties mutually agree that NEW FAIRVIEW is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of NEW FAIRVIEW in no way are to be considered employees of BOYD. The employment rights of NEW FAIRVIEW personnel assigned under this agreement will not be abridged.
- Section 11. **Indemnification.** NEW FAIRVIEW HEREBY AGREES, TO THE EXTENT ALLOWED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BOYD, ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST LIABILITY FOR ANY CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING SERIOUS BODILY INJURY AND DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, INCLUDING COURT COSTS AND ATTORNEY'S FEES AND OTHER REASONABLE COSTS AND EXPENSES ARISING OUT, OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON LAW, CONSTITUTIONAL LAW, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF BOYD, INCLUDING BUT NOT LIMITED TO ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OFFICERS, OFFICIALS, PEACE OFFICERS, OR OTHER EMERGENCY PERSONNEL IN PROVIDING POLICE SERVICE WITHIN NEW FAIRVIEW.
- Section 12. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, BOYD and NEW FAIRVIEW do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, BOYD and NEW FAIRVIEW do not create any obligations expressed or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.
- Section 13. **Annual Review.** This Agreement will be reviewed by both parties annually for needed clarification and or revisions. This Agreement may only be modified, changed, or altered at any time, upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of BOYD and NEW FAIRVIEW.

Section 14. **Additional Parties.** Additional parties may be added to this Agreement with the mutual consent of the governing bodies of BOYD and NEW FAIRVIEW, respectively.

Section 15. **Assignment.** This Agreement may not be assigned without the express written consent of both BOYD and NEW FAIRVIEW.

Section 16. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.

Section 17. This Agreement has been approved by the governing bodies of NEW FAIRVIEW and BOYD, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of NEW FAIRVIEW and BOYD at duly called and posted meetings. This Agreement shall become effective on October 1, 2023 (the "Effective Date").

IN WITNESS WHEREOF, we have hereunto set our hands on the dates reflected below, in duplicate counterparts.

(signatures on the next page)

CITY OF NEW FAIRVIEW, TEXAS

CITY OF BOYD, TEXAS

By: _____
John R. Taylor
Mayor

By: _____
David Kelly
Mayor

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Brooke Boller
City Secretary

By: _____
Daniel Bourgeois
City Secretary

APPROVED AS TO FORM:

By: _____
Roberta B Cross
City Attorney New Fairview

By: _____
Rob Allibon
City Attorney for Boyd