



# CITY COUNCIL AGENDA

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**NOTICE IS GIVEN THAT THE CITY COUNCIL OF THE CITY OF LAMESA, TEXAS WILL MEET IN A SPECIAL CALLED MEETING AT 5:30 P.M. ON MONDAY, MAY 4, 2020, 601 SOUTH FIRST STREET, FOR THE PURPOSE OF CONSIDERING AND TAKING OFFICIAL ACTION ON THE FOLLOWING ITEMS:**

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- 1. CALL TO ORDER:**
- 2. RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN DAWSON COUNTY, TEXAS FOR FURNISHING OF LAW ENFORCEMENT SERVICES:** City Council to approve the execution of a Interlocal Agreement with Dawson County, Texas for furnishing of Law Enforcement Services and authorizing the mayor of the City of Lamesa to execute such Law Enforcement Service agreement on behalf of the city.
- 3. ADJOURNMENT:** *The next regularly scheduled meetings of the City Council of the City of Lamesa will be May 19, 2020 at 5:30 P.M.*




## Open Meetings Information



### CLOSED MEETINGS

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).


### PUBLIC PARTICIPATION


 The meeting will be held pursuant to the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items listed above. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should notify the City Secretary before the meeting. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary by the end of business hours on the Wednesday before the next meeting in order to be considered for inclusion on that agenda.


### MEETING ACCESSIBILITY

Upon request, auxiliary aids and services will be provided to an individual with a disability in order to allow them to effectively participate in the city council meeting. Those requesting auxiliary aids or services should notify the contact person listed below at least twenty-four hours prior to the meeting by mail, telephone or RELAY Texas (1-800-735-2989)

**Contact: Betty Conde at 806-872-4322**

 601 South First Street, Lamesa, Texas 79331

 **Telephone - (806) 872-4322**

 **Fax - (806) 872-4338**

### CERTIFICATION OF NOTICE



I certify this agenda was posted at the City Hall, 601 South First Street, Lamesa, Texas at **4:45 p.m., May 1, 2020**, in accordance with Chapter 551.041 of the Government Code.

Betty Conde, City Secretary

# **City Council Agenda**

## **City of Lamesa, Texas**

**DATE OF MEETING: MAY 4, 2020**

**AGENDA ITEMS: 1**

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1. **CALL TO ORDER:** *Announcement by the Mayor.* "This meeting is being held in accordance with the provisions of the Texas Open Meetings Act (Govt. Code, Chapter 551). Discussion and actions are limited to the agenda items as posted. Persons desiring to address the City Council or express their opinion about a particular item on this agenda should complete a request at this time. Persons desiring to present other business or discuss matters not on this agenda should submit a request in writing to the City Secretary in order to be considered for inclusion on the agenda of the next meeting. A quorum being present as evidenced by the presence of \_\_\_ members of the City Council, this meeting is hereby called to order."

The following members are present:

JOSH STEVENS	Mayor
BRANT STEWART	Council Member – District 1
MARIE. BRISENO	Council Member – District 2
RICK MORENO	Council Member – District 3
DORE EVAN RODRIQUEZ	Council Member - District 4
BOBBY G. GONZALES	Council Member – District 5
DOUG MORRIS	Council Member – District 6/ MAYOR PRO-TEM

City Staff members present at the meeting:

SEAN OVEREYNDER	City Manager
BETTY CONDE	City Secretary
RUSSELL CASSELBERRY	City Attorney

Members of the press present at the meeting:

Members of the public present at the meeting:

# City Council Agenda

City of Lamesa, Texas

DATE OF MEETING: MAY 4, 2020

AGENDA ITEM: 2

SUBJECT: RESOLUTION APPROVING THE EXECUTION OF AN AGREEMENT BETWEEN DAWSON COUNTY, TEXAS FOR FURNISHING OF LAW ENFORCEMENT SERVICES

PROCEEDING: Approval

SUBMITTED BY: City Staff

EXHIBITS: Resolution

### SUMMARY STATEMENT

City Council to approve the execution of an Interlocal Agreement with Dawson County, Texas for furnishing of Law Enforcement Services and authorizing the mayor of the City of Lamesa to execute such Law Enforcement Service agreement on behalf of the city.

### COUNCIL ACTION

DISCUSSION \_\_\_\_\_

Motion by Council Member \_\_\_\_\_ to approve a Resolution for the execution of an Interlocal Agreement with Dawson County, Texas for furnishing of Law Enforcement Services and authorizing the mayor of the City of Lamesa to execute such Law Enforcement Service agreement on behalf of the city. Motion seconded by Council Member \_\_\_\_\_ and upon being put to a vote the motion \_\_\_\_\_.

VOTING: "AYE" \_\_\_\_\_ "NAY" \_\_\_\_\_ "ABSTAIN" \_\_\_\_\_

### CITY MANAGER'S MEMORANDUM

Recommend approval.

**INTERLOCAL AGREEMENT BETWEEN  
DAWSON COUNTY, TEXAS, AND THE CITY OF LAMESA,  
TEXAS, RELATING TO LAW ENFORCEMENT SERVICES**

**THIS INTERLOCAL AGREEMENT BETWEEN DAWSON COUNTY, TEXAS, AND THE CITY OF LAMESA, TEXAS, RELATING TO LAW ENFORCEMENT SERVICES {the "AGREEMENT"}}, is entered into by and between Dawson County, Texas, a political sub-division of the State of Texas (hereinafter referred to as the "COUNTY"), and the City of Lamesa, Texas, a Texas home rule municipality, (hereinafter referred to as the "CITY").**

**WITNESSETH:**

**WHEREAS, the CITY'S** geographical boundaries lie entirely within the **COUNTY'S** geographical boundaries; and

**WHEREAS, the CITY** possesses the power, legal authority and responsibility to provide law enforcement services to the citizens within its boundaries; and

**WHEREAS, the COUNTY, through the Dawson County Sheriff's Office (hereinafter referred to as the SHERIFF)** provides law enforcement services to the citizens of Dawson County; and

**WHEREAS, the COUNTY** has the power and legal authority to extend those law enforcement services into the geographical area of the **CITY**; and

**WHEREAS, it is the intent of the parties hereto to comply with the provisions of the Interlocal Cooperation Act, further defined as Chapter 791 of the Government Code of the State of Texas, which provides that municipalities and counties may contract with other local governments to provide governmental functions and services, including law enforcement services.**

**WHEREAS, the CITY** desires to enter into an agreement with the **COUNTY** whereby the **COUNTY, through its SHERIFF, will provide quality law enforcement services to the CITY and its inhabitants; and**

**WHEREAS, the COUNTY** agrees to render such law enforcement services through the **SHERIFF;**

**NOW THEREFORE, in consideration of the covenants, conditions, performances, and promises contained herein, the parties agree as follows:**

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**1.0 BASE LEVEL SERVICES.** The **COUNTY**, if requested by the **City**, will provide within the limits of the **CITY** the following law enforcement services, rendering such services in the same manner, and with the same equipment, as is customarily provided by the **COUNTY** in the unincorporated areas of Dawson County, unless otherwise set forth herein:

**1.1 PATROL SERVICES.** The **COUNTY** will provide Police Patrol Services as the first response for the enforcement of state law and city adopted municipal, criminal and traffic codes. Patrol services shall include reactive patrol to respond to calls for service, proactive patrol to prevent and deter criminal activity, and traffic patrol to enforce applicable traffic codes and investigate collisions. The deputies assigned to the **CITY** in accordance with this Agreement will provide patrol services during their scheduled work shifts exclusively within the **CITY** limits, provided that deputies may be directed to duties outside the **CITY** in cases of emergency only.

**1.2 INVESTIGATIVE SERVICES.** The **COUNTY** will provide Investigative Services consisting of follow-up investigations by detectives assigned to the **CITY** investigating crimes as assigned. The Investigations Division will investigate major crimes such as homicide, special assaults, missing persons, vice, and child abuse. These detectives are supported by polygraph and evidence control.

**1.3 SPECIAL SERVICES.** The **COUNTY** will provide Special Services that may include, but are not limited to, K-9 patrol, hostage negotiations, SWAT, bomb disposal, sex offender registration, dive team, reserve deputy support, and volunteer community crime prevention.

**1.4 SUPPORT SERVICES.** The **COUNTY** will provide Support Services that include planning & research, subpoena control, training, accounting, payroll, personnel, labor relations, media relations, fleet management, radio maintenance, purchasing, records, internal investigations, evidence management, and contract administration.

**1.5 RECORDS.** The **CITY** will perform required data entry into the Records Management System in accordance with this Agreement, and shall maintain records in the **CITY's** police department facility.

**1.6 EVIDENCE.** The **COUNTY** will process and maintain evidence and property collected as a result of investigations occurring within the **CITY** in the same manner used for **SHERIFF** investigations occurring in the unincorporated areas of the **COUNTY**.

**1.7 POLICE DEPARTMENT SERVICES.** The CITY will maintain and employ CITY staff to provide citizen services, such as: issuing concealed pistol licenses, fingerprinting, responding to citizen inquiries, the CITY's violations bureau, and all public records disclosure.

**2.0 ORGANIZATION.** The COUNTY will provide the services identified in Section 1.0 of this agreement through the following organization:

**2.1 CHIEF OF POLICE.** After considering the advice and recommendations of the CITY, the COUNTY, through the elected Sheriff or his/her designee, will designate the SHERIFF'S APPOINTEE to act as the acting Chief of Police. The acting Chief of Police will coordinate service delivery, attend City Council and other public meetings as requested by the CITY, prepare budget requests, schedule employees, maintain integrity of records and evidence, and generally manage law enforcement activities on behalf of the CITY. The SHERIFF has no interest in defining law enforcement issues and priorities of importance to the CITY to the extent that the CITY's directives to the acting Chief of Police are lawful. The Mayor shall maintain the authority to define law enforcement issues and priorities to the acting Chief of Police. The acting Chief of Police and all other personnel assigned to the CITY under this Agreement will respond to the general law enforcement issues and priorities identified by the Mayor.

**2.2 ASSIGNED SUPERVISORY PERSONNEL.** In addition to the acting Chief of Police, the COUNTY will assign one or more SHERIFF'S deputies to work within the CITY to assist the acting Chief of Police. The assigned deputies will assist the acting Chief of Police with supervision of other assigned personnel, and may also provide patrol, investigative, or special services.

**2.3 ASSIGNED DEPUTY SHERIFF PERSONNEL.** The COUNTY will assign fully commissioned sheriff's deputies to the CITY. These deputies will be dedicated to providing the law enforcement needs of the CITY by performing patrol, investigative or special services under supervision of the acting Chief of Police.

**3.0 COMPENSATION.** The CITY will compensate the SHERIFF's designee as acting Chief of Police in the amount of \$ \_\_\_\_\_ per hour.

**4.0 TERM.** The term of this agreement shall be for one year, commencing April 29, 2020, and terminating at midnight on April 28, 2021; provided however, either party hereto may terminate this agreement at any time by giving thirty days written notice to the other party. Upon termination of this agreement, neither party hereto shall have any further obligation hereunder.

**4.1** It is specifically understood that if either the **COUNTY** or **CITY** for any cause, fails to provide said services as provided for in this agreement and is unable to resume performance for a period of thirty days (30) consecutive days, the other party hereto, at its option and after sending written notice to the other party, may terminate this agreement and, shall have no further liability for payment of the charges or provisions of services agreed to herein.

**5.0 DISPUTE RESOLUTION.** It is specifically understood that any dispute over technical or policy issues relating to the terms of this agreement occurring during the term of this agreement may be resolved by mutual consent of the City Manager of the **CITY** and the **SHERIFF**, County Judge, Mayor and acting Chief of Police. Any such resolution shall be committed to written form and distributed to the City Council of the **CITY** and the Commissioner's Court of the **COUNTY**. If both the City Council and Commissioner's Court ratify said resolution, it shall be included as an attachment of this agreement.

**6.0 MISCELEANEOUS.**

**6.1** It is specifically understood that in the event that any section, subsection, sentence, clause or phrase of this agreement is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this agreement.

**6.2** This agreement contains the entire agreement of the parties. There are no other agreements, oral or written, and the terms of this agreement can be amended only by written signed and ratified by both parties or as otherwise provided herein.

EXECUTED on this the \_\_\_\_ day of May, 2020.

ATTEST:

THE CITY OF LAMESA, TEXAS

\_\_\_\_\_  
Sean Overeyender  
City Manager

\_\_\_\_\_  
Josh Stevens  
Mayor

ATTEST:

THE COUNTY OF DAWSON

\_\_\_\_\_  
Clare Christy  
County Clerk

\_\_\_\_\_  
Foy O'Brien  
County Judge

\_\_\_\_\_  
Matt Hogg  
Sheriff



# ***City Council Agenda***

***City of Lamesa, Texas***

**DATE OF MEETING: MAY 4, 2020**

**AGENDA ITEM: 3**

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**ADJOURNMENT: Announcement by the Mayor** – “The next regular meeting of the City Council of the City of Lamesa, Texas will be **Tuesday, May 19, 2020** at 5:30 p.m.