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**CITY COUNCIL SPECIAL MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
MONDAY, DECEMBER 21, 2020
5:00 PM**

AGENDA

I. CALL TO ORDER:

II. ACTION:

- A. Consider and act upon a Resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement with Collin County under the county's emergency program for direct costs expended by municipalities located in Collin County to address and respond to COVID-19; and providing for an effective date. (Stovall)

III. ADJOURN:

City Council Chambers is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf, or hearing impaired, or readers of large print, are requested to contact the City Secretary's Office at 972-382-2682, or fax 972-382-3736 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Chapter 551. "I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board at City Hall of the City of Celina, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: _____ at ____ p.m. and remained so posted continuously for at least 72 hours prior to the scheduled time of said meeting."

Vicki Tarrant, TRMC
City Secretary, City of Celina, TX

Date Notice Removed



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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Terry and the Celina City Council**
 From: Karla Stovall, Assistant City Manager
 CC: Jason Laumer, City Manager
 Date: December 21, 2020
 Re: CARES Interlocal Collin County

Action Requested:

Consider and act upon a Resolution of the City Council of the City of Celina, Texas, hereby authorizing the City Manager of the City of Celina, Texas, to execute an Interlocal Cooperation Agreement with Collin County under the county's emergency program for direct costs expended by municipalities located in Collin County to address and respond to COVID-19; and providing for an effective date. (Stovall)

Background Information:

On May 26, 2020, the City Council passed and approved the recovery plan through an Interlocal Agreement between Collin County and the City to provide for the first round of funding from the CARES Act funds. The recovery plan has been updated to provide additional funds for a specific purpose and is memorialized in a separate Interlocal Agreement between Collin County and the City. Collin County is providing the City a direct grant of \$395,899.00 of "CARES Act" funding.

Board Review/Citizen Input:

N/A

Alternatives:

N/A

Financial Considerations:

N/A

Legal Review:

Completed

Supporting Documents:

Resolution

Interlocal

Staff Recommendation:

Approval

INTERLOCAL COOPERATION AGREEMENT
[MUNICIPAL DIRECT PUBLIC SAFETY EXPENSE FUNDING]

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement (“Agreement”) is entered into by and between Collin County, Texas (hereinafter “County”) and the City of Celina, Texas (hereinafter “City”) under the County’s Emergency Program for Direct public safety costs expended by Municipalities located in Collin County to address and respond to COVID-19.

1. Program Description. The County has received federal funding under the Coronavirus Aid, Relief, and Economic Security Act (hereinafter “CARES ACT”) to address and respond to the effects of the COVID-19 emergency. Assisting municipalities within the County in recovering their costs directly incurred in responding to the COVID-19 emergency is a legitimate and lawful use of the CARES ACT funding, including the cost of public safety employees, which includes, police officers, city marshals, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.

2. Incorporation of Program. The Order of the Collin County, Texas Commissioners Court establishing a COVID-19 Emergency Program for Direct Public Safety Costs Expended by Municipalities located in Collin County to Address and Respond to COVID-19 (hereinafter “Direct Costs Program”) is attached hereto and incorporated by reference herein.

3. Grant and Funding to City. Subject to the terms and conditions of this Agreement, the County agrees to grant and transfer to the City the sum of \$395,899 of its CARES ACT funding (“Municipal Funds”). The City agrees to deposit these Municipal Funds into a separate, segregated account created solely for holding and dispersing these Municipal Funds. The account must be an interest-bearing account and similarly insured and protected as the City’s other funds.

4. Use of Municipal Funds. The City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred **related to public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel.**

5. City’s Obligations relating to its Use of the Municipal Funds. The City agrees to:

- a) only use the Municipal Funds in compliance with this Agreement and for eligible expenditures hereunder;
- b) reimburse and return to the Municipal Funds account within thirty days any portion of the Municipal Funds that the County, the U.S. Department of Treasury, or their designee, deems were not used for COVID-19 purposes, or not used pursuant to the terms of this Agreement, or if the City’s Municipal Funds account is already closed out, the reimbursement and return of the ineligible expenditure shall be made to the County;
- c) document and justify that each expenditure from its Municipal Funds was an eligible expenditure under this Agreement. All documentation shall be delivered to the County no

later than January 15, 2021, and shall be kept by the City for a minimum of four years from the close of the Direct Public Safety Costs Program;

- d) allow inspection of all documentation and records related to its expenditure of its Municipal Funds by the County or the U.S. Department of Treasury upon reasonable request;
- e) use the Municipal Funds only for eligible expenditures made between March 1, 2020 and 11:59 p.m., December 30, 2020;
- f) return and re-pay within thirty days to the County any Municipal Funds not expended by 11:59 p.m., December 30, 2020;
- g) acknowledge and recognize that the source of these Municipal Funds is Collin County and its CARES ACT allocation for any public programs or initiatives using these Municipal Funds;
- h) coordinate with the County any public programs or initiatives so that no duplication of services, initiatives or programs occurs; and
- i) impose similar terms and conditions upon any sub-recipient of its Municipal Funds.

6. Reports. The City shall provide periodic reports relating to the use of the Municipal Funds as requested or required by the County.

7. Eligibility Issues. If the City is not sure that an expenditure will qualify, it should seek an opinion from its City Attorney prior to making the expenditure.

8. Nature of Funding. The CARES ACT funding is being received from the County to the City as a sub-recipient. As a sub-recipient of CARES ACT funding the City acknowledges that its use of the funds is subject to the same terms and conditions as the County's use of such funds. The City hereby agrees to comply with all terms and conditions of the CARES ACT funding, and to hold the County harmless against any repayments, penalties, or interest incurred as a result of the City's failure to comply with all terms and conditions of the CARES ACT funding. Funds spent in non-compliance with the CARES ACT are subject to recapture by the County for return to the Direct Costs Program or for return to the U.S. Treasury Department. **The sole purpose of this funding is for the cost of public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers, environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel. Such costs are the only costs eligible for this funding.**

9. Attorney's Fees and Costs. In accordance with the Program, the County shall be entitled to recover its reasonable and necessary attorney's fees and costs against the City if it is required to undertake litigation to enforce the terms of this Agreement to the extent allowed by law.

10. Law and Venue. The laws of the State of Texas shall govern this Agreement, except where clearly superseded by federal law. Venue of any dispute shall be in a court of competent jurisdiction in Collin County, Texas.

11. No Assignment. The City may not assign this Agreement.

12. Entire Agreement. This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

13. Amendment. Any Amendment of this Agreement must be by written instrument dated and signed by both parties.

14. Severability. No partial invalidity of this Agreement shall affect the remainder unless the public purpose to be served hereby is so greatly diminished thereby as to frustrate the object of this Agreement.

15. Waiver. No waiver by either party of any provision of this Agreement shall be effective unless in writing, and such waiver shall not be construed as or implied to be a subsequent waiver of that provision or any other provision.

16. Signature Authority. The signatories hereto have the authority and have been given any approvals necessary to bind by this Agreement the respective parties for which they sign.

COLLIN COUNTY, TEXAS

By: _____
Chris Hill, County Judge

Date

By: _____
Mayor or City Manager

Printed Name

Printed Title

Date

Attest:

City Secretary

Attachment: CARES County public safety funding.12.14.20 (006) (CARES Interlocal Collin County)

**CITY OF CELINA, TEXAS
RESOLUTION NO. 2020-92R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS,
HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF CELINA,
TEXAS, TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT
WITH COLLIN COUNTY UNDER THE COUNTY’S EMERGENCY PROGRAM
FOR DIRECT COSTS EXPENDED BY MUNICIPALITIES LOCATED IN
COLLIN COUNTY TO ADDRESS AND RESPOND TO COVID-19; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Celina, Texas is a municipality operating under a home-rule charter (“City”); and

WHEREAS, on March 13, 2020, Texas Governor Greg Abbott declared a statewide public health disaster; and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) was passed by Congress and signed into law by President Trump; and

WHEREAS, on April 22, 2020, the US Treasury enacted the Coronavirus Relief Fund added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act; and

WHEREAS, on May 11, 2020, the Collin County Commissioners court took the first steps to distribute the CARES Act funds and adopted the ‘Collin Cares’ recovery plan which provides funding for cities’ COVID-19 costs and business recovery efforts; and

WHEREAS, on May 26, 2020, the City Council passed and approved the recovery plan through an Interlocal Agreement between Collin County and the City to provide for the first round of funding from the CARES Act funds; and

WHEREAS, this recovery plan has been updated to provide additional funds for a specific purpose and is memorialized in a separate Interlocal Agreement between Collin County and the City (the “Agreement”) which is attached here to Exhibit A; and

WHEREAS, the updated recovery plan will provide for a second round of funding from CARES Act funds (“Municipal Funds”) for cities’ COVID-19 costs; and

WHEREAS, the City may use its Municipal Funds for reimbursing itself for COVID-19 expenditures already paid and incurred related to public safety employees, which includes, but is not limited to, police officers, fire marshals, emergency management, firefighters, emergency medical responders, correctional and detention officers,

environmental health officers, and those who directly support such employees such as dispatchers and supervisory personnel, and

WHEREAS, pursuant to the Agreement, Municipal Funds may be used for all above-referenced expenditures not inconsistent with the CARES Act Act and the U.S. Department of the Treasury's Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments as it applies to municipalities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS:

SECTION 1: That the City Manager of the City is hereby authorized to execute on behalf of the City Council of the City, the Interlocal Agreement with Collin County related to the additional funding from the COVID-19 emergency program to reimburse itself for COVID 19 public safety expenditures already paid and incurred and located in Collin County.

SECTION 2: That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 21st day of December 2020.

Sean Terry, Mayor

ATTEST:

Vicki Tarrant
City Secretary