



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

www.cityofrhome.com | citysecretary@cityofrhome.com

Mayor
Patricia Mitchell

City Council

Mayor Pro-Tem,
Place 1
Josh McCabe

Place 2
Michelle Tye

Place 3
Elaine Priest

Place 4
Kathy Konegni

Place 5
Kasey Shumake

City
Administrator
Amanda DeGan

City Attorney
Carvan Adkins

City Secretary
Shaina Odom

Fire Chief
Scott Estes

Police Chief
Eric Debus

Public Works
Director

NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, March 23, 2023

Regular Session: 6 p.m.

Meeting Location: Rhome Community Center, 261 North School Road, Rhome, TX 76078

LIVE Streaming: In an effort to be as accessible as possible, we *may*
Live Stream the meeting using GoToMeeting from your computer or phone.

By Computer

GoToMeeting: Select Join: Select Meeting

Session ID: 571-317-3116

Access Code: 484-889-373

By Phone

Call 1 (571) 317-3116

Access Code: 484-889-373

Toll Free Option: 1 (866) 899-4679

The Rhome City Council *may* conduct this meeting by videoconference call in accordance with Section 551.127 of the Texas Open Meetings Act. A quorum of the City Council will be physically present at the address listed above and the public may attend the meeting at the same location.

Regular Session: 6:00 p.m.

Call to Order and Establish a Quorum

Invocation – Pastor Heath Van Zandt

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

Honor the Texas Flag; I pledge allegiance to thee, Texas, One state under God, One and indivisible

Public Comments

1. The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at citysecretary@cityofrhome.com prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.
2. If the writer of a Public Comment is unable to read their own comment, it should be given to a friend, family member, or associate, that is able to attend in person and read the statement in their stead.
3. Public Comments made in person require the speaker to submit the sign-up form to the City Secretary prior to the meeting, and the form must identify each subject the speaker plans to present.
4. A statement of no more than 3 minutes may be made. There will be no yielding of time to another person. Comments should be directed to the entire Council, not individual members. Engaging in verbal attacks, or comments intended to insult, abuse, malign, or slander any individuals shall be cause for termination of time privileges and removal from Council Chambers.

Announcements from Mayor and Council Members

- Fire Department Boot Drive March 31 & April 1, 2023
- City Council Meeting April 13, 2023 @ 6:00 p.m.

Consent Agenda

All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.

1. Minutes of City Council Regular Session dated March 9, 2023
2. Resolution 2023-10 Naming Wise County Messenger as designated newspaper **(City Administrator)**
3. Resolution 2023-11 Tarrant County Emergency Services District No. 1 Partnership Agreement **(City Administrator)**
4. Adding Fire Command Vehicle to Auction **(City Administrator/Fire Chief)**

Regular Agenda

Discussion and any necessary action for the following:

1. Recognizing the SHINE Recipient for the Second Quarter of FY 22-23 **(City Administrator)**
2. Rescheduling May 11th meeting in order to attend Chamber "Dinner with the Mayors" **(City Administrator)**
3. Sheriff Dispatch Fee **(City Administrator)**
4. Personnel Manual Update **(City Administrator)**
5. Inspection Services **(City Administrator)**

Executive Session

Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council may convene into executive session to discuss the following:

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney¹
2. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person.
3. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing.
4. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations.
 - Water System Acquisition via TCEQ Proposal

Regular Agenda (Resume)

1. Action to be taken from Executive Session discussions

Future Agenda Items

(Agenda items are due by 5 p.m. on the Wednesday of the week prior to the Council meeting)

Adjourn

A quorum of Planning & Zoning Commissioners may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

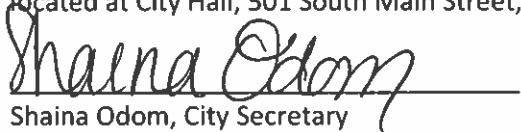
A quorum of Parks & Recreation Board Members may be present at this meeting and its members may participate in the discussions of the items on the agenda over which they have responsibilities or authority.

**Pursuant to the Open Meetings Act, Chapter 551, Section 551.071 of the Texas Government Code, the Council may convene into executive session at any time during the meeting if a need rises for the City Council to seek advice from the City Attorney concerning any item on this agenda, to discuss pending and contemplated litigation, or a settlement offer, or to discuss a matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Board of Texas clearly conflicts with Chapter 551.*

The Council may vote and / or act upon each of the items listed in this Agenda. Except for Public Presentation and Input and items in the agenda designated as public hearing or otherwise designated for public input, there will be no public input during the course of this meeting without express authorization from the presiding officer.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact City Hall at 817-636-2462 for further information.

CERTIFICATION: I do hereby certify that the above City Council Agenda was posted on the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas by 6 pm on March 20, 2023.


Shaina Odom, City Secretary

I certify that the attached notice and agenda of items to be considered by the Rhome City Council was removed by me from the designated bulletin board located at City Hall, 501 South Main Street, Rhome, Texas, on the ____ day of _____, 2023.

_____, Title: _____



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AGENDA ITEM 1



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Mayor
Patricia Mitchell

City Council

**Mayor Pro-Tem,
Place 1**
Josh McCabe

Place 2
Michelle Tye

Place 3
Elaine Priest

Place 4
Kathy Konegni

Place 5
Kasey Shumake

**City
Administrator**
Amanda DeGan

City Attorney
Carvan Adkins

City Secretary
Shaina Odom

Fire Chief
Scott Estes

Police Chief
Eric Debus

**Public Works
Director**

NOTICE OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, March 9, 2023

Regular Session: 6 pm

Meeting Location: Rhome Community Center, 261 North School Road, Rhome, TX 76078

LIVE Streaming: In an effort to be as accessible as possible, we *may*
Live Stream the meeting using GoToMeeting from your computer or phone.

Regular Session: 6 pm

Mayor Mitchell called the meeting to order at 6 pm

Call to Order and Establish a Quorum

Invocation – Pastor Heath Van Zandt

Pastor Heath Van Zandt led the Invocation

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

Honor the Texas Flag; I pledge allegiance to thee, Texas, One state under God, One and indivisible

Public Comments

1. *The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at citysecretary@cityofrhome.com prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.*
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 - JoAnn Wilson – 240 W First Street
 - Deborah BeCraft – 360 W Second Street
 - Ashley Majors – 200 Dogwood Street

Announcements from Mayor and Council Members

- City Council Meeting March 23, 2023 @ 6 pm.

Consent Agenda

All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.

1. Minutes of City Council Regular Session dated February 23, 2023
2. Amendment to LOGIC Agreement from meeting on February 23, 2023
3. Police Department 2023 Annual Report

Council Member Tye made a motion to approve the consent agenda as presented. Council Member Shumake seconded the motion. Motion passed unanimously.

Monthly Staff Reports and Board Minutes

All items under this section are for informational purposes only; no action will be taken by Council.

1. Departments: Administration, Building & Development, Fire Rescue, Municipal Court, Police and Public Works (Department Heads).

Regular Agenda

Discussion and any necessary action for the following:

1. Monthly Update from City Administrator (**City Administrator**)

City Administrator, DeGan, gave Council an update as to where staff is currently. We are approaching budget season; commutations are improving with social media and the City website. Records management is still ongoing, and development is still at the top of the priorities.

2. Budget Preparation – Potential Benchmark Cities for Comparable Data (**City Administrator**)

City Administrator, DeGan, requested direction from the council for their preferences of Benchmark Cities used for budget preparation. Council directed to use mostly Wise County Cities; Boyd, Bridgeport, Decatur, Justin, Roanoke, Haslet and Northlake.

3. SCADA System Upgrades to ensure continued water monitoring service for Rhome (**City Administrator**)

WHECO came in to present their upgrades to the system. The system was installed in 2008, and has not been upgraded since then. These upgrades will allow the public works crew access to the alert system from home, or the office. The system will send a notification with the exact location of any leaks, or main breaks, effectively notifying staff reduces the loss of water and pressures. The funds will come from the money RVR provided for upgrades to the water system. Council Member Tye made a motion to authorize City Administrator, Amanda DeGan, to negotiate and execute the contract with WHECO. Council Member Shumake seconded the motion. Motion passed unanimously.

4. Surplus or Obsolete Equipment Auction (**City Administrator**)

Mayor Pro-Tem McCabe made a motion to authorize staff to auction off obsolete equipment. Council Member Tye seconded the motion. Motion passed unanimously.

5. Sheriff Notice of Dispatch Fee for FY 23-24 Budget Year **(City Administrator)**

Wise County is asking for \$65,000 to \$70,000 a year for dispatch for emergency services. Currently the City is giving back ½ cent of sales tax back to the county each year, approximately \$1.3 Million since 2017. Neither staff nor Council are comfortable with the increase. No action was taken.

6. Waste Connections Annual Increase **(City Administrator)**

Council Member Priest made a motion to accept the 8.4% increase implemented by Waste Connections, Council Member Tye seconded the motion. Motion passed unanimously.

Executive Session

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2. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person
3. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing
4. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations
 - a. Prairie Point
 - b. Rolling V – Blue Stem

Regular Agenda (Resume)

1. Action to be taken from Executive Session discussions
No Action was taken regarding Executive Session

Adjourn

Mayor Pro-Tem McCabe made a motion to adjourn the meeting, Council Member Tye seconded the motion. Motion passed unanimously. Meeting adjourned at 7:44 pm

Patricia Mitchell,

Mayor

ATTEST:

Shaina Odom
City Secretary



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AGENDA ITEM 2



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Resolution 2023-10 Naming the Official Newspaper of the City of Rhode for the 2023 calendar year

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- This is a routine order of business for the City through an annual resolution naming the official newspaper for the municipality as the Wise County Messenger.
- This provides notice to the citizens on where to look for legal notices the City of Rhode publishes.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

Approve Resolution naming Wise County Messenger as the City of Rhode's official newspaper.

**CITY OF RHOME
RESOLUTION NO. 2023-10**

**A RESOLUTION OF THE CITY OF RHOME, TEXAS DESIGNATING THE WISE
COUNTY MESSENGER AS THE OFFICIAL NEWSPAPER OF THE CITY; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Rhome is required by State Law to name an official newspaper as soon as practical after the beginning of each municipal year; and

WHEREAS, the City Council finds that the Wise County Messenger satisfies all of the requirements of State Law to serve as the official newspaper for the municipality and finds the Messenger to serve as the City's official newspaper in accordance with Section 52.004 of the Texas Local Government code.

NOW, THEREFORE, BE IT RESOLVED BY THE RHOME CITY COUNCIL:

- Section 1:** That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2:** That the City Council of the City of Rhome, Texas, hereby approves the Wise County Messenger as the official newspaper of record.
- Section 3:** If any portion of this Resolution shall, for any reason, be declared invalid by an court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.
- Section 4:** That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS THE 23rd DAY OF MARCH, 2023.

Patricia Mitchell, Mayor

ATTEST:

Shaina Odom, City Secretary

APPROVED AS TO FORM:

Carvan Adkins, City Attorney



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AGENDA ITEM 3



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Resolution 2023-11 - Tarrant County Emergency Services District No. 1 Partnership Agreement

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- The City partners with the Tarrant County Emergency Services District No. 1 for mutual aid in our area.
- Based on the District's budget allocations, they are paying \$8,500 to the City for the mutual aid assistance of our Fire Department.
- This is a routine order of business for the Council and Staff recommends approval.

Funding Expected: ☒ Revenue ☐ Expenditure ☐ N/A

Budgeted Item: ☒ Yes ☐ No ☐ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

See the Mutual Aid agreement in the packet.

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

City of Rhome, Texas
Mutual Aid

The TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE, acting by and through its Board of Emergency Commissioners, hereafter referred to as DISTRICT, and the CITY OF RHOME, TEXAS, hereafter referred to as CITY, enter into the following Agreement:

Section 1: Authority and Services

CITY has a volunteer fire department recognized by the Insurance Commission of the State of Texas or a full-time professional fire department, and is, by an order or resolution of its governing body, authorized to enter into this Agreement with DISTRICT for the use of the personnel and equipment of CITY for the purpose of providing fire protection to real and personal property located outside the boundaries of CITY and within such distance as the CITY may be reasonably expected to render service in case of emergency service needs. The equipment and personnel of the CITY shall be under the control and supervision of CITY employees during a fire or emergency medical response pursuant to this Agreement. In accordance with Section 418.109(d) of the Texas Government Code or Section 791.027 of the Texas Government Code, it is also understood and agreed that the existence of this Agreement does not prevent the CITY from providing mutual aid assistance on request from another municipality, county, emergency services district, fire protection agency, organized volunteer group or other emergency service entity, and shall not be obligated to respond, when in the sole judgment of the CITY, such response would leave insufficient protection for the CITY.

Section 2: Fire Services Provided

CITY and DISTRICT hereby agree that for and in consideration of the monies to be paid by DISTRICT to CITY, the CITY will provide, through its fire department, fire protection services to the area described. These services include fire protection, fire rescue and first response for emergency medical services. In the event that the CITY resources are unavailable at the time of the request for services, the CITY will take reasonable efforts to make the resources available as soon as reasonably possible.

Section 3: Fire Service Compensation

DISTRICT agrees to pay to CITY within 90 days of execution of this Agreement the total sum of EIGHTY-FIVE HUNDRED DOLLARS (\$8,500.00) during this contract year for fire protection services as requested by other departments contracting with the DISTRICT and within the CITY's ability to respond.

Section 4: Equipment

DISTRICT is under no obligation with respect to providing firefighting equipment or ambulance vehicles or supplies, or any other expenses incidental to the carrying out of this Agreement, and will have no right, title or interest in and to vehicles and equipment belonging to or contracted for by CITY.

Section 5: Term

Regarding payment, this Agreement will be in full force and effect for and during the period beginning October 1, 2022 and ending September 30, 2023. Regarding response purposes, this Agreement will remain in force until the 2023-24 DISTRICT budget is approved by the Commissioners and a new Agreement is executed retroactive to October 1, 2023 under the same terms and conditions.

Section 6: Payment of Funds

The DISTRICT will use its general fund to pay for the services supplied by the CITY pursuant to this Agreement. Payment pursuant to this Agreement will be in accord with the Rules and Regulations promulgated by the Commissioners. Said payments will be made as funds are available to DISTRICT.

Section 7: Emergency Scene Control

Whenever CITY responds to a call outside its normal jurisdictional limits, it will operate under the Fire Code in effect within the CITY limits of such cities or fire department primarily responsible for service to the area being served by CITY. Any fire investigators or other personnel who respond from DISTRICT to a fire or emergency scene which is under the control of CITY will be governed by the Fire Code of the CITY within whose limits the CITY normally operates. CITY personnel agree to fully cooperate with DISTRICT personnel.

Section 8: Inspection of Equipment

The DISTRICT or its agent has the right to inspect the equipment of the CITY that the CITY operates in its performance under this Agreement. The parties acknowledge that the nature of the CITY's equipment determines the consideration paid under this Agreement. In the event that the inspection reveals that the equipment is not in operating condition and in compliance with the Insurance Services Office (ISO) requirements for a department of its size, the CITY will authorize a re-inspection by the DISTRICT within fifteen (15) days. In the event the equipment is not in operating condition or in compliance with the ISO requirements for a department of its size during the re-inspection, all payments by the DISTRICT to the CITY will cease until the problem is corrected as certified by the DISTRICT.

Section 9: Workers' Compensation Coverage

The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 10: Line of Duty

When an employee or volunteer of the responding CITY is performing duties under the terms of this Agreement, that person is considered to be acting in the line of duty for the CITY for the purposes of 42 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death or loss which occurs while in the line of duty for the CITY under this Agreement. This section does not increase the DISTRICT's liability under this Agreement.

Section 11: Assignment of Liability

The assisting party (CITY) shall be responsible for any civil liability or costs that may arise from the fire protection, fire rescue and first response for emergency medical services that the assisting party provides to the requesting party (DISTRICT) under this Agreement. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that "the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services." The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Agreement is intended to be different than liability otherwise assigned under Section 775.0366 (d), which provides that the "district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract." It is expressly understood and agreed, however, that in the execution of this Agreement, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 12: Implied Rights; Employees

By entering into this Agreement the parties do not intend to create any obligations expressed or implied other than those specifically set forth herein and this Agreement

will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Agreement. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Agreement.

Section 13: Conferring of Rights

This Agreement does not confer any rights on third parties who are not signatories to this Agreement, therefore no person may bring suit against CITY or DISTRICT regarding the performance of this Agreement as a third party beneficiary of this Agreement.

Section 14: Cancellation

DISTRICT and CITY retain the right to cancel without cause this Agreement on thirty (30) days written notice to the non-canceling party. In the event of cancellation, DISTRICT will pay a prorated share of the monies due only if the CITY provides services as required in the Agreement during the period of time leading up to the termination date. However, in the event that CITY exercises this right of cancellation, CITY must repay to DISTRICT all money paid CITY by DISTRICT for personal property, if any, purchased by the CITY with funds from the DISTRICT.

Section 15: Form 1295 Acknowledgement

CITY acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

WITNESS the signatures of the respective parties hereto this the _____ day of _____, _____.

**TARRANT COUNTY EMERGENCY
SERVICES DISTRICT NO. 1**

CITY OF RHOME, TEXAS

President

Authorized Official

ATTEST:

ATTEST:

Secretary/Treasurer

Secretary

**CITY OF RHOME
RESOLUTION NO. 2023-11**

A RESOLUTION OF THE CITY OF RHOME, TEXAS AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE MUTUAL AID AGREEMENT WITH TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. ONE AND PROVIDING EFFECTIVE DATES OF SERVICE.

WHEREAS, the City of Rhome desires to provide a comprehensive emergency response for our residents; and

WHEREAS, the City Council partners with other municipalities and counties to either provide or receive a variety of services.

NOW, THEREFORE, BE IT RESOLVED BY THE RHOME CITY COUNCIL:

Section 1: That all matters stated in the Recitals hereinabove are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2: That the City Council of the City of Rhome, Texas, hereby authorizes the City Administrator to execute the 2023 through 2024 mutual aid agreement with Tarrant County Emergency Services District No. One.

Section 3: If any portion of this Resolution shall, for any reason, be declared invalid by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 4: That this Resolution shall become effective from and after its date of passage.

PASSED AND APPROVED ON THIS THE 23rd DAY OF MARCH, 2023.

Patricia Mitchell, Mayor

ATTEST:

Shaina Odom, City Secretary

APPROVED AS TO FORM:

Carvan Adkins, City Attorney



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AGENDA ITEM 4



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Fire Command Vehicle

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- The Fire Department has been using a 2013 Chevy Tahoe as a command vehicle for the Fire Chief that was originally used by the Police Department.
- Staff recently found more damage to the unit than we originally anticipated.
- The vehicle has reached the end of its useful life span and needs significant repairs that are not cost effective.
- The Staff are asking to place this vehicle into the auction later this month with the other apparatus that was approved by Council at the last meeting.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

This vehicle was originally used by the police department for patrol and other duties and was eventually moved to the fire department for use as a command vehicle for this service area. The vehicle has been of use to the City for many years, and has now reached a point that significant investments needs to be made to make it serviceable or we need to place it in the auction for sale. Please see accompanying photos attached to this commentary.



Staff were trying to repair the door facing and found that the internal junction is torn where it meets the door hinge.



The door has had an issue with the paneling and interior controls separating from the door each time it is opened. Staff have tried different routes to repair this themselves without investing funds on an aged vehicle.



The odometer actually reads over 155K miles; however the last digit does not display.



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AGENDA ITEM 1



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Recognition of March 2023 SHINE Award Recipient

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☐ Discussion & Direction ☒ Other

Summary:

- The SHINE award recognizes employees who exhibit the SHINE principles:
 - ✓ *Sincerity – commitment to public service*
 - ✓ *Honesty – builds trust*
 - ✓ *Integrity – holds to high standards*
 - ✓ *Neighborly – helpful, friendly, and kind*
 - ✓ *Excellence – high quality service and attitude*
- The award is given each quarter of the fiscal year.
- The staff member who has exhibited all those qualities, was nominated by Chief Debus, and is Officer James Hachtel.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation: Please see the SHINE Award submission for the details.



SHINE Award



Date: 03/08/2023

Nominee Name/Dept.: Officer James Hachtel

Submitted by: Chief Eric Debus

Narrative: On March 7th Officer James Hachtel was made aware of a missing elderly man from Hurst Texas that was last known to be driving somewhere in Wise County. The man had been missing for about 24 hours. Officer Hachtel parked on the overpass of SH114 and US287 and continued to monitor the police radio for updates. Officer Hachtel recognized the vehicle driven by the 99-year-old man, as it approached from the north. Hachtel was able to complete a traffic stop on the missing gentleman and brought him to the police department for his safety. Medics were called to check the health of the man and his family was notified that he had been found. Several members of the missing man's family arrived, including his elderly wife, who took custody of the gentleman and took him home.

Officer Hachtel's work in this case demonstrates the SHINE principles. Hachtel's commitment to public service, especially in this case, builds trust with the community and was done so in a helpful, friendly, and kind manner. This high quality of service and attitude exemplifies the integrity of our police department and greatly represents all of the SHINE principles.



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462 | Metro: 817-638-2758

www.cityofrhome.com cityadministrator@cityofrhome.com

AGENDA ITEM 2



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Rescheduling May 11th Meeting to Attend Chamber's "Dinner with the Mayors"

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- Staff recently received an invitation for Mayor Mitchell to speak about all the good news happening in Rhome at their Chamber event.
- The evening dinner will feature chamber members, Mayors, spouses and guests of Wise County to give a presentation about improvements and business growth in Rhome.
- Unfortunately, we have a regularly scheduled meeting at the same day/time.
- Staff are seeking input on moving our May 11th date to the following Thursday, May 18th which would allow us to hold the Council meeting and canvas the election results at the same meeting.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

From: [Kayla Jones](#)
To: [Rhome Mayor](#); [Rhome Council Member Place 1](#); [City Administrator](#)
Cc: [Wise County Chamber of Commerce](#)
Subject: You're Invited!
Date: Saturday, March 11, 2023 3:50:41 PM
Attachments: [image.png](#)



Dear City of Rhome & Mayor,

The Wise County Chamber of Commerce is hosting a **Dinner with the Mayors** for all our Wise County Mayors and their spouses. We would be honored to have you present on **Thursday May 11th, 2023**.

Chamber members, Mayors, spouses and guests are invited to attend this public event. What a fabulous opportunity to showcase your City and speak to the Citizens of our County about improvements we can expect or what business growth we can look forward to in your area. Should you not be available to attend, I encourage you to have a representative present to represent your City.

Dinner with the Mayors will be held at the **Decatur Conference Center from 5:30pm – 8:30pm**.

Please RSVP and purchase tickets for your spouse or guest at [Event Tickets \(wisecountychamber.com\)](#) or our event link on Facebook. Tickets are \$25 and **will not be available** for purchase at the door.

Our mission of the Wise County Chamber of Commerce is to welcome, unite and promote businesses to enhance the quality of life in the region. Together we can make that happen here in Wise County and provide information to our Citizens. We look forward to an enthusiastic crowd and seeing you all back this year for our Dinner with the Mayors.

If you have any questions or need assistance in purchasing your tickets online, please do not hesitate to reach out to me anytime or the Wise County Chamber of Commerce.

V/R,

Kayla W. Jones
Event Chair
Cell: 940-399-3291
kaylasuniqueeye@gmail.com
info@wisecountychamber.com



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AGENDA ITEM 3



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration

Contact: Amanda DeGan, City Administrator

Agenda Item: Sheriff's Notice of Dispatch Fee for FY 23-24 Budget Year

Type of Item:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Contract/Agreement	<input type="checkbox"/> Public Hearing
	<input type="checkbox"/> Plat	<input checked="" type="checkbox"/> Discussion & Direction		<input type="checkbox"/> Other

Summary:

- Staff began discussions with the Wise Co. Sheriff about a potential charge for dispatch services.
- The Wise County Messenger wrote an article about this issue in February, 2023, where the Sheriff discussed their 'need' for the fee.
- Chief Debus has been in meetings with the surrounding law enforcement agencies about the fee; including, Boyd, Aurora, and Runaway Bay.
- City Administrator DeGan and Chief Debus attended the Boyd City Council meeting in February where the impact of the fee was discussed by the Boyd elected officials.
- Staff subsequently attended a meeting in Boyd that had representatives from several cities in south Wise County to discuss the common concerns and paths forward.

Funding Expected:	<input type="checkbox"/> Revenue	<input type="checkbox"/> Expenditure	<input checked="" type="checkbox"/> N/A
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Budgeted Item:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A
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GL Account:	Amount:
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Legal Review Required:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Date Completed:
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Engineering Review:	<input type="checkbox"/> FD Review:	<input type="checkbox"/> PD Review:	<input type="checkbox"/> PW Review:
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History / Details / Recommendation:

Staff will present an overview of the issue at the Council meeting to receive direction on the best way to proceed.



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AGENDA ITEM 4



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Personnel Manual Updates

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- The City Council last updated portions of the personnel manual in 2021 and it is customary to routinely review the information and make adjustments in law and/or to ensure we are consistent with our neighboring communities.
- At the first Council meeting in March, Council approved a benchmark cities list for use by Staff to help provide quantifiable comparisons for data and in some instances, policy review.
- The City Administrator used those seven (7) communities to formulate a proposed update to our current personnel manual and has outlined some of the details below.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

Over the last several weeks, Staff have reviewed our existing employee personnel manual and are proposing to review the wording and provide an easier to read format as well as propose two (2) options that concern our current paid time off (PTO) system. The proposed changes are balanced between the following:

- ensuring the needs of our residents are met;
- working within the approved budget allowances;
- simplifying and organizing the layout in an easier to read format;
- being consistent with our neighboring cities, and
- offering options to enhance employee retention.

Staff will discuss the options and would like Council feedback in order to bring forward a completed update and Resolution for approval during the April meeting cycle.



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AGENDA ITEM 5



Agenda Commentary
Meeting Date: March 23, 2023

Department: Administration
Contact: Amanda DeGan, City Administrator
Agenda Item: Inspection Services

Type of Item: ☐ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing
☐ Plat ☒ Discussion & Direction ☐ Other

Summary:

- The City currently uses a small independent firm to handle the inspections of our restaurants.
- It is best practice to routinely review vendors to ensure we are receiving the best level of service for the community.
- The City Administrator will present options for the services in our area.

Funding Expected: ☐ Revenue ☐ Expenditure ☒ N/A

Budgeted Item: ☐ Yes ☐ No ☒ N/A

GL Account: _____ Amount: _____

Legal Review Required: ☐ Yes ☐ No Date Completed: _____

Engineering Review: ☐ FD Review: ☐ PD Review: ☐ PW Review: ☐

History / Details / Recommendation:

Many of the larger cities in Wise County, use in-house or state inspectors who are on staff to handle inspection services – including, health and fire needs. Rhome has used two different vendors in the past few years, Bureau Veritas and an independent vendor, to handle our health inspection needs.



**BUREAU VERITAS NORTH AMERICA, INC.
STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023, by and between Bureau Veritas North America, Inc., ("BVNA"), and the City of Rhome, Texas, ("Client").

These Terms and Conditions govern the work to be performed by Bureau Veritas North America, Inc. ("BVNA"), as specified in the proposal prepared by BVNA of which these Terms and Conditions are a part thereof.

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments "A" and "B" respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Initiation of Services:** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Agreement.

2. **Scope of Services:** BVNA shall provide its services at the time, place, and in the manner specified in the proposal.

3. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.

4. **Time of Performance:** The services of BVNA are to commence upon execution of this Agreement and shall continue until all authorized work is completed. BVNA shall use commercially reasonable best efforts

in performing services under these Terms and Conditions, and the Companion Documents ("Agreement"). Companion Documents shall mean any documents accompanying BVNA's Proposal, including but not limited to the Scope of Work, Fee Schedules or any other Exhibits specific to the project. BVNA shall not be responsible for failure to perform its services if i) there is a failure or delay by Client or its contractors in providing BVNA with the necessary access to properties, documentation, information, or materials; ii) Client or its contractors fail to approve or disapprove BVNA's work; or iii) if Client causes delays in any way whatsoever. In any of these events, BVNA's time for completion of its service shall be extended accordingly. BVNA shall not be responsible for failure to perform if such failure is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure or interruption, or any other cause reasonably beyond BVNA's control. In any of these events, BVNA's time for completion of its services shall be extended accordingly.

5. **Compensation:** Compensation to be paid to BVNA shall be in accordance with the Schedule of Fees set forth in accordance with the agreed upon fee schedule per project.

6. **Method of Payment:** BVNA shall submit monthly billings to Client describing the work performed during the preceding month. Client shall pay BVNA no later than thirty (30) days after receipt of the monthly invoice by Client's staff. If the invoice is not paid within such period, Client shall be liable to BVNA for a late charge accruing from the date of such invoice to the date of payment at the lower of eighteen (18) percent per annum or the maximum rate allowed by law. Further, if the invoice is not paid within such period, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus all interest, termination costs and expenses incurred by BVNA. Client shall reimburse BVNA for all costs and expenses of collection, including reasonable attorney's fees. For work requiring a construction permit to be issued, the total fee will be billed when the permit is issued by the Jurisdiction.

7. **Construction Monitoring:** If BVNA is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the proposal, then this Section 7 shall apply. If BVNA's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, BVNA will report observations and professional opinions to Client. BVNA shall report to Client any observed work which, in BVNA's opinion, does not conform to plans and specifications. BVNA shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of BVNA, or BVNA's site representative, can be construed as modifying any agreement between Client and others. BVNA's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of BVNA, nor the presence of BVNA or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon BVNA any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client or its general contractor is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to make BVNA an additional insured under any general contractor's General Liability insurance policy. Prior to the commencement of the Work, Client shall provide BVNA with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier(s) acceptable to BVNA and shall be endorsed to include: (1) BVNA as additional insured; (2) thirty (30) days prior written notice of cancellation or material change in any of the coverages; and (3) a waiver of subrogation as to BVNA. Each policy of insurance required shall be written by an insurance company with a minimum rating by A.M. Bests & Company of A-VI. This insurance shall be primary to any insurance available to BVNA. In the event BVNA expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health

and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

8. Ownership of Documents: All plans, studies, documents and other writings prepared by BVNA, its officers, employees and agents and subcontractors in the course of implementing this Agreement shall remain the property of BVNA. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the “**Rights**”) are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 29 below, any such license granted by BVNA to the Client shall automatically terminate.

9. Use of Data or Services: BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA’s analyses, reports, certifications, advice or reliance upon BVNA’s services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions, or in the Companion Documents. Client understands and agrees that BVNA’s analyses, reports, certifications and services shall be used solely by the Client, and only Client is allowed to rely on such work product. If a third party relies on the services, analyses, reports or certifications without BVNA’s written permission, then Client agrees to defend and indemnify BVNA from any claims or actions that are brought as a result of such reliance.

10. Independent Contractor: It is understood that BVNA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the Client. BVNA shall obtain no rights to retirement benefits or other benefits which accrue to Client’s employees, and BVNA hereby expressly waives any claim it may have to any such rights.

11. Standard of Care: BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA’S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.

12. Indemnity: Subject to the Limitation of Liability included in this Agreement, BVNA shall indemnify and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney’s fees), to the extent directly and proximately caused by BVNA’s negligent performance of services or breach of warranty under this Agreement.

BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the parties agree otherwise. Client shall defend, indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney’s fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

13. Limitation of Liability: To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total aggregate liability of BVNA, its affiliates, employees, officers, directors and agents (Collectively referred to in this paragraph as “BVNA”) for all claims for negligent

professional acts, errors or omissions arising out of this Agreement is limited to \$50,000 or the amount of the total fees hereunder, whichever is greater.

14. **Insurance:** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies with insurers possessing a Best's rating of no less than A:VII:

- a. **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- b. **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- c. **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- d. **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy, if requested to do so by Client. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

15. **Consequential and Punitive Damages:** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. **Cause of Action:** If Client makes a claim against BVNA, for any alleged error, omission, or other act arising out of the performance of its professional services and to the extent the Client fails to prove such claim, then the Client shall pay all costs including attorney's fees incurred by BVNA in defending the claim. Any cause of action brought against BVNA shall be brought within one (1) year of the work or services performed under this Agreement.

17. **Compliance with Laws:** BVNA shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinance and regulations in effect as of the date services are provided.

18. **Resolution of Disputes:** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except

those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state where the BVNA office originating the work or proposal is located.

20. Releases: All lien releases will be limited to payment issues; no additional terms and conditions may be added to a release of lien.

21. Waiver of Jury Trial: Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

22. Third Party Beneficiary: It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

23. Written Notification: Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth in the proposal. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Client:

If to BVNA:

Bureau Veritas North America, Inc.
Attn: Contract Processing
1000 Jupiter Road, Suite 900
Plano, TX 75074

With cc to:

Bureau Veritas North America, Inc.
Attention: Legal Department
1601 Sawgrass Corporate Parkway, Suite 400
Fort Lauderdale, FL 33323

24. Confidential Information: Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; or (iii) received in good faith from a third party. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to the Client by BVNA shall be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

25. Assignment: Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

26. Non-Solicitation/Hiring of Employees:

(a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee as liquidated damages.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena.

27. Prevailing Wage: This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold

harmless BVNA from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects, including all costs, fines and reasonable attorney's fees.

28. **Waiver:** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

29. **Amendments:** This Agreement may be modified or amended only by a written document executed by both BVNA and Client.

30. **Entire Agreement:** This Agreement constitutes the complete and exclusive statement of Agreement between the Client and BVNA. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

31. **Termination:** This Agreement may be terminated immediately for cause or by either party without cause upon fifteen (15) days written notice of termination. Upon termination, BVNA shall be entitled to compensation for services performed up to the effective date of termination.

(a) Termination by Client: If the Client terminates this agreement without cause, the Client shall have two options concerning work and assignments that are in-progress. The Client shall select from: (1) Allowing BVNA the opportunity to complete all work and assignments in-progress that may be completed by another provider after the effective date of BVNA's termination; or (2) Providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements regarding all work and assignments that remain in-progress upon BVNA's termination effective date. In the event that Client is silent on termination or does not make an affirmative selection, option (2) providing BVNA with a complete and unconditional release from any and all liability and indemnification requirements will be the default and active selection.

(b) Termination by BVNA: If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services.

32. **Interpretation of Agreement:** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

33. **Severability of Agreement:** If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the laws of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be effected and shall remain in full force and effect.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and the Attachments following the signatures below.

BUREAU VERITAS NORTH AMERICA, INC.	CLIENT
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Address:	Address:
Telephone:	Telephone:
Email:	Email:
DTQR	
Date	

ATTACHMENT A

SCOPE OF SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.211 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

ATTACHMENT B
FEE SCHEDULE

PER INSPECTION ONLY:

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection	
• Mobile Food Vendor (Hot and Cold Truck) Inspection	
• Seasonal Vendor Inspection	
• Public Swimming Pool Inspection	
Temporary Event Inspection - Per each permit	\$100.00
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health	\$150.00
Final and CO inspections and/or for each re-inspection.	per hour
* Minimum one hour	

CONTRACT FOR HEALTH INSPECTION SERVICES

This Contract is made by and between Jason DeBord, R.S. (hereinafter, "Inspector"), and the City of Rhome (hereinafter "City") (Inspector and City may be referred to collectively as "Party" or "Parties"), for the provision of Health Inspection Services by Inspector to City.

1. City and Inspector agree that this Contract shall not constitute a Contract of Employment between Inspector and City. Inspector shall perform services hereunder as an independent contractor, and not as an officer, agent, servant or employee of the City and Inspector shall have the exclusive right to control services performed hereunder by Inspector, and all persons performing same, and shall be responsible for the negligent acts and omissions of its officers, agents, employees and sub-consultants. Nothing herein shall be construed as creating a partnership or joint venture between City and Inspector, its officers, agents, employees and sub-consultants; and the doctrine of *respondeat superior* has no application as between City and Inspector. City shall not provide benefits of City employment, insurance of any kind, and shall not exercise control over Inspector as an employer over an employee.
2. **TERM.** The term of this Contract shall be from the date of execution until December 31, 2020. The Parties may, from time to time, amend the Term of this Contract in writing. Either party may, before the end of the Term, terminate and cancel this contract for any reason, with two-weeks prior notice. Such termination will be without penalty or liability to either party, and shall impart no expectation of compensation for cancellation.
3. **AVAILABILITY.** Inspector agrees to make available to the City of Rhome either Jason DeBord, or in the event that Jason DeBord is unavailable, another, alternate inspector with the same qualifications as Jason DeBord. Inspector will provide such services within 24 hours after a request, or will provide notice in writing of the delay, along with an estimate for time for completion of the work.
4. **SERVICES.** Inspector agrees to conduct routine food establishment inspections for the City of Rhome on an as-needed basis. Inspector agrees to conduct said inspections according to the Texas Department of State Health Services Texas Food Establishment Rules and the City of Rhome Code of Ordinances, and of such other laws, ordinances, and rules, as may be appropriate. Inspector hereby warrants and guarantees that Inspector (or any alternate inspector provided) possesses and shall maintain all required qualifications, certifications, bonds, training, and any other requirements to perform the Services as required herein.
5. **RELIANCE.** Notwithstanding anything to the contrary contained in this Contract, City and Consultant agree and acknowledge that City is entering into this Contract in reliance on Inspector's special and unique abilities with respect to the provision and conduct of Health Inspections. Inspector accepts the relationship of trust and confidence established between it and the City by this Contract. Inspector covenants with City to use its best

efforts, skill, judgment, and abilities to perform the work as required and to further the interests of City in accordance with City's requirements, in accordance with the highest standards of Inspector's profession or business and in compliance with all applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. The Inspector warrants, represents, covenants, and agrees that all of the work to be performed by the Inspector under or pursuant to this Contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services in major United States urban areas under the same or similar circumstances. Inspector warrants, represents, covenants, and agrees that the work it performs will be accurate and free from any material errors.

6. **PAYMENT.** City shall, upon receipt of an invoice from Inspector, remit payment within 30 days. Inspector shall remit all invoices for all Services provided under this agreement, and shall note the name of the inspector who performed any such services, if such services are not provided by Jason DeBord. Services provided under this agreement shall be charged to the City at the following rates:

Health Inspection Fees

Day Care	\$ 150.00
Nursing Home Cafeteria	\$ 150.00
School Cafeteria	\$ 150.00
Restaurant	\$ 150.00
Convenience Store	\$ 150.00
Grocery Store	\$ 250.00
Swimming Pool	\$ 150.00
Health Complaints	\$ 150.00
Court Appearances	\$ 120/hr, 2hr minimum
Consultation	\$ 120/hr, 1hr minimum

<p>Food Establishment Re-Inspection or Pool Re-Inspection \$120 *Plan Review (per completed review) \$120/hr 1hr minimum Pre-Opening Food Establishment (Construction) Inspection \$150 Pre-Opening Re-Inspection \$100 Required meeting onsite attendance \$120/hr 1hr minimum **Food-borne Illness Investigation initial fee* \$200 Food Trucks \$100 Special Events per booth \$50 Temporary Event permit \$75</p>

- * Plan review consists solely of review in regards to the Texas Food Establishment Rules and the City of Rhome Code of Ordinances pertaining to Food Establishments

** Food-borne Illness Investigation initial fee does not include on-site inspection

7. **TAXES.** Inspector will pay all taxes incurred by Inspector or Inspector's employees, contractors, associates, principals, agents, or assigns in provision of services to the City under this agreement. In no event will the City be responsible for payment of any tax incurred by Inspector.

8. **MISCELLANEOUS.**

- a. **Non-Appropriation.** All funds to be paid by City shall be paid from current revenues. Irrespective of any other provision of this agreement, City may, at the end of City's fiscal year, give notice that no funds, or insufficient funds, have been appropriated, and so terminate this agreement and relieve City of any and all responsibility and obligation, without incurring penalty or liability or otherwise committing funds not from current revenues already allocated. Further, irrespective of any other provision in this agreement, if at any time, in spite of City's best efforts, City fails to appropriate funds sufficient to pay any amount otherwise due under this agreement, City may terminate the agreement without incurring penalty or liability, or otherwise committing funds not from current revenues already allocated. If City terminates this agreement due to lack of appropriation, City shall notify Inspector in writing of the failure of appropriation at the earliest date upon which City or its principals or officials know that insufficient or no funds will be appropriated.
- b. **COMPLETENESS OF CONTRACT.** This writing contains all the terms and conditions agreed upon by the parties thereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract may not be subsequently modified except by a writing signed by both Parties.
- c. **INDEMNIFICATION.** The Inspector agrees to indemnify and hold harmless the City and all of its officers, employees, council members and agents from any and all claims by third parties, including, but not limited to, claims for damages, judgments, attorney's fees, expenses, injunctive or equitable relief, interest, personal injury, and death, that may arise from the Consultant's performance under this Contract, provided that Inspector shall not be required to indemnify or hold the City harmless for the intentional or negligent acts or omissions of the City to the extent that such acts cause the injuries or damages complained of.

- d. **ASSIGNABILITY.** The Parties hereby agree that neither Party may assign, convey, or transfer its interest, rights, or duties under this Contract without prior written consent of the other Party.
- e. **NOTICES.** Any notices, reports, invoices, or payments required under this Contract shall be sufficient if sent, by the parties via personal delivery, facsimile, or via United States Certified Mail, postage paid, to the addresses listed in the "Signatures" portion of this Contract.
- f. **TITLES.** The titles and headings provided upon the sections and subsections herein are for organizational purposes only, and shall not be construed as substantive terms of this Contract.
- g. **LIABILITY OF CITY AGENTS OR EMPLOYEES.** No member, officer, agent, manager or employee of City may be charged personally or held contractually liable by or to the Inspector under any term or provision of this Contract, or because of any breach thereof or because of its execution or attempted execution.
- h. **ENTIRETIES.** Should any clause, paragraph, sentence or section of this Contract be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall not be rendered void and unenforceable as a result but rather shall remain in full force and effect.
- i. **NOT OBLIGATED TO THIRD PARTIES.** City shall not be obligated or liable hereunder to any party other than Inspector.
- j. **GOVERNING LAW AND VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas, not including the State's conflict of laws provisions. Venue for any action brought to interpret or enforce the terms of this Contract shall lie in Wise County, Texas.
- k. **AUTHORITY TO SIGN.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Contract.

SIGNATURE PAGE

CITY OF RHOME, TEXAS

By: Michelle Pittman Di Credico
Print Name: Michelle Pittman Di Credico
Title: Mayor
Date: November 14, 2019
Address: City of Rhome
PO Box 228
Rhome, Texas 76078
Telephone: 817-636-2462
Facsimile: 817-636-2465

ATTEST:

By: Shannon Montgomery
Print Name: Shannon Montgomery, TRMC,
City Secretary



APPROVED AS TO FORM:

By: Andrea Russell
Print Name: Andrea Russell,
City Attorney

INSPECTOR

JASON DeBORD

By: _____
Print Name: Jason DeBord
Title: _____
Date: _____
Address: _____

Telephone: _____
Facsimile: _____