

**NOTICE OF TELECONFERENCE MEETING CITY COUNCIL MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
December 18, 2020**

The City Council of the City of Princeton will meet in Teleconference Meeting Session on December 18, 2020 at 3:00 PM to discuss the following

Honorable Brianna Chacon,
Mayor

Honorable Steven Deffibaugh,
Mayor Pro Tempore, Place 5

David Kleiber,
Councilmember, Place 1

Mike Robertson,
Councilmember, Place 2

Bryan Washington,
Councilmember, Place 3

CALL TO ORDER

ROLL CALL

Brianna Chacon
Steven Deffibaugh
David Kleiber
Mike Robertson
Bryan Washington

CITIZEN APPEARANCE

Citizens are allowed 3 minutes to speak. The Council is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.

SPECIAL AGENDA

**2020- Collin County Cares Funding
194**

Discussion and Possible Action Regarding an Interlocal Agreement with Collin County for distribution of remaining Collin County Cares funding to Municipal Direct Public Safety Expense Funding.

[County public safety funding.12.14.20.docx](#)
[public safety distribution amended 121520 final.pdf](#)

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall @ _____ and copies thereof were delivered to the Mayor, Mayor Pro-Tempore and Councilmembers.

Tabatha Monk, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Tabatha Monk, City Secretary, or other designated official at 972-734-2416. The City Council reserves the right to consult in executive session with its attorney and to receive legal advice regarding any item listed on this agenda pursuant to Section 551.071(b).

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 _____, 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 \$_____ 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

Public Safety Direct Service Reimbursement 12/15/20

City	Population	%	First Distribution	Public Safety Expenditures	Proposed Distribution
Allen	98,366	10.73%	5,376,848.82	14,138,989.00	3,242,008.08
Celina	12,012	1.31%	656,581.94	3,002,014.08	395,899.00
Fairview	12,091	1.32%	660,930.59	3,726,824.91	398,502.73
Farmersville	3,085	0.34%	168,644.68	646,114.00	101,677.36
Frisco	124,125	13.53%	6,784,894.38	10,083,744.00	4,090,989.29
Lavon	4,101	0.45%	224,171.48	595,549.92	135,163.32
Lucas	6,611	0.72%	361,355.69	716,626.67	217,889.47
McKinney	184,742	20.14%	10,098,347.55	26,350,000.00	6,088,842.24
Plano	293,559	32.01%	16,046,479.36	24,850,389.54	9,675,300.90
Princeton	13,261	1.45%	724,894.87	449,832.09	437,064.32
Prosper	20,103	2.19%	1,098,850.23	5,605,572.02	662,567.23
Richardson	44,295	4.83%	2,421,235.13	6,024,062.88	1,459,902.28
Sachse	8,207	0.89%	448,591.56	434,972.15	270,491.43
Wylie	44,382	4.84%	2,425,994.40	13,565,902.96	1,462,769.68
Total	868,940	94.75%	47,497,820.68	110,190,594.22	28,639,067.33